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g of vol 20

J. 88416
F.H.

Original Enclosures to Mr De Longé
dispatch of the 21st December, 1871.
bound in preceding volume N° 19.

Nagasaki Japan
April 7th 1869.

G. W. Lake
vs.
J. McCaslin } In matter of dispute on a/c of Flour Mill.

We the undersigned parties do mutually agree to submit to the arbitration and decision thereof, to Capt. J. M. Smith on part of G. W. Lake and Johannis Bruinier Esqr on the part of R. J. McCaslin, with power to said J. M. Smith and Johannis Bruinier, to select an umpire, and we further agree to submit to the award of said Arbitrators, or a majority of them, and consent that said award shall be final.

In testimony whereof, we the said Geo W. Lake and R. J. McCaslin hereunto subscribe our names, day and date above given

(signed) G. W. Lake
" " R. J. McCaslin

Signed in presence of
(signed) Willis P. Mangum
U. S. Consul

1st Action.

~~Exhibit No 1.~~

G. W. Lake

—

Willie P. Mangum.

Agreement of Lake & McCaslin to submit their disputes to Arbitration

Filed Dec. 12 - 1871

C. E. DeLong.

Enclosure No 1

With Despatch No 260

US Legation Japan

Dated April 7th 1869.

No 1

Arbitration Agreement between Lake & McCaslin

H. Schiff
presenting Adrian & Co
versus
George W. Lake.
} action for damages.

To the United States Consular Court at Nagasaki.

The Plaintiff H. Schiff representing Messrs Adrian & Co represents; that the Defendant George W. Lake, a citizen of the United States, did on the Seventeenth of April refuse to comply with his agreement to allow Plaintiff to remove a Flour Mill situated on Defendant's premises thereby subjecting Plaintiff to the damage of Forty Dollars per day as lay days of the brig "Mogi" employed to carry said mill from Nagasaki to Osaka, to be delivered to the parties to whom Plaintiff had sold the said Mill, and petitions the Court to compel Defendant to make good this damage up to the present time, to carry out in good faith his agreement and reimburse plaintiff what further compensation the court may deem just.

Nagasaki April 26th 1869.

(signed) H. Schiff
representing Messrs Adrian & Co

Over

United States Consular Court.
Nagasaki, April 26th 1869.
Signed and sworn to before me
(signed) Willie P. Mangum.
U. S. Consul
Acting Judicially.

United States Consular Court.
Nagasaki, April 26th 1869.

To
L. M. Dent. U. S. Marshal
Sir.

Notify Mr. Lake to appear at the United States Consulate at Nagasaki on Friday next the 30th Inst. at eleven o'clock A.M. to present under oath his written answer to the foregoing petition by serving him — personally with an attested copy of the petition and of this order, making return of your service herein under oath.

(signed) Willie P. Mangum.
U. S. Consul
Acting Judicially

U. S. Consular Seal.

Copy Enclosure No 2.

Enclosure
With despatch. 260

G. W. Lake
W. P. Mangum

Exhibit No 2.

Petition in case of
Adrian & Co. v G.W. Lake.

Filed Dec. 12" 1871
C. E. De Long.

Dated April 26" 1869.

H. Schiff
representing Adrian & Co
vs.
George W. Lake.
action for damages

To the United States
Consular Court at Nagasaki
April 26" 1869.

I have to-day served an
attested copy of the fore-
going petition and of the
order of court on Mr. Geo.
W. Lake personally.
(signed) L. M. Dent.
U. S. Marshal.

Sworn to before me
(signed)
Willis P. Mangum.
U. S. Consul

U S Legation Japan

No 2

Complaint of Papers
Adrian & Co in their
action against Lake

Consulate of the United States.
Nagasaki April 18th 1869.

Sir

Your letter of this date in the matter of the Mill is duly received.

I will direct the Umpire to delay his award in the matter of arbitration until such time as he hears further from me on the subject

Very respectfully
Your obedt. servt.
(signed) Willie P. Mangum
U. S. Consul.

To
J. H. Twombly Esqre
for H. Fogg & Co
Nagasaki.

First Action

Copy
Exhibit No. 3.

G. H. Lake
v
Willis P. Mangum.

Letter of Pft Mangum
to Mr Trombly of Fogg & Co.

Filed Dec 12" 1891
C. E. DeLong.

With despatch 260

Legation Japan

No 3.

Letter of W. P. Mangum
to Mr Trombly of
Fogg & Co

Dated April 18th 1889.

No. 18.

United States Consulate
Nagasaki April 15th 1869.

To
John Maltby Esqr.

Sir

The arbitrators in the case of G. H. Lake vs R. J. McCaslin on account of Flour Mill, being unable to come to a satisfactory agreement and having selected you as Umpire to decide the case, I have to inform you that Messrs. A. Fogg & Co. of Shanghai having declared to me that they have an interest in this Mill also, it is necessary that you withold giving any award until you receive further instructions from me, on the subject.

Very respectfully
Your obedt servt.

(signed) Willis P. Mangum
U. S. Consul.

First action

Copy.

Exhibit No 4.

G. W. Lake

v

Willis P. Mangum.

Order of Mangum to the Umpire to suspend making any award.

Filed Dec 12" 1871

C & E. DeLong.

Dated April 15" 1869.

With dispatch 260

U.S. Legation Japan

No 4

Order of Mangum to the Umpire to suspend making an award

copy.

Nagasaki 15 april 1869.

Messrs G. W. Lake & Co
Present

Dear Sirs

With regard to the sale of the flour mill, which we sold to the Japanese, by order of Capt. Mac Caslin, for a sum of Five thousand Five hundred dollars, less our commission of 5 o/o, we repeat today what we already told you verbally, that we shall keep this money till the arbitration between you and Capt Mac Caslin, now pending, is decided, and shall pay you in accordance with the wishes of the U. S. Consul, the amount decided upon by the arbitration, not exceeding the above mentioned sum

Your obedt. servants
(signed) Adrian & Co.

Copy. Exhibit No 5.

N. Schiff
To
George W. Lake.
Copy
Letter of 15 April 1869

G. W. Lake
Willie P. Mangum.

Filed Dec 12 1871
C. C. de Long

Dated April 15. 1869.

Incl in
U S Legation Japan
With dispatch 260

No 5

Acknowl'd to G W Lake agency to hold proceeds of sale of Mill subject to the decision of the Arbitrators

No 146.

United States Consulate.
Nagasaki Nov 21 1868

G. V. Lake Esq.

Sir

I am informed by Mr. Fobes — representing the parties who own in in the mill located on your premises. that you have notified him that it is your intention to sell the Mill on the 30th Instant you are hereby ordered to desist from selling or removing any part of said Mill. until the owners or parties concerned can be communicated with, and a proper understanding be arrived at in respect to the same.

Very respectfully Yours &c
(signed) Willis R Mangum.
U. S. Consul.

First Action

G. W. Lake
v
Willie P. Mangum.

Copy.

Exhibit No. 6.
order of Mangum
addressed to Lake directing
him not to sell or remove
the Mill

Filed Dec 12. 1871
C. E. DeLong.

Dated Nov 25th / 88

With dispatch 260

Legation Japan

No 6,

Order of Mangum to
Lake directing him not
to sell or remove the
Mill

I, the undersigned Johannes Bruinier, having by desire of the parties concerned consulted to act as arbitrators between G. H. Lake and R. J. McCaslin, respecting the sale and proceeds of a certain Flour Mill, now or lately in possession of G. H. Lake and especially as regards G. H. Lake's claims against said mill, do now declare; that having carefully examined G. H. Lake's accounts against said mill and also an agreement made between G. H. Lake and R. J. McCaslin. I find as follows:—

Firstly That according to the said agreement G. H. Lake becomes a partner with R. J. McCaslin in said mill and consequently shares equally in the profit or loss of the same.

Secondly.- As regards G. H. Lake's accounts rendered. I am of opinion that as G. H. Lake is a partner with R. J. McCaslin in the mill, he is not entitled to charge either interest on the money he expended in erecting or running the Mill, rent for the land and premises occupied by the mill, or commission on sales of Flour &c. G. H. Lake's accounts should therefore be in my opinion as follows:—

To Capt. Smith
Arbitrator of G. H. Lake Esq^{r}

Cost of erecting Flour Mill	$2107. 74
— do.- running — do —	2801. 82
	$4909. 56
Less Proceeds of Flour &c sold	1937. 99
Balance due G. H. Lake	$2971. 57

This sum of $2971.57 is all that I consider G.H. Lake fairly entitled to, and such sum should be deducted from proceeds of sale of the said Flour Mill, say $550.00:— and paid to G.H. Lake, thus leaving a balance of $2528.45 to be divided equally between G.H. Lake and R.J. McCaslin.

(signed) Johs Brunnier

Nagasaki 27th May 1869

I fully agree to the above statement.

(signed) J.M. Smith, arbitrator
for G.H. Lake & Co.

Copy.

Exhibit No 7.

Arbitrators Award.

Filed Dec 12 - 1871

C. & de Long.

Inclosure

With Despatch No 260

Legation Japan

No 7

Arbitrators Award

Dated May 27 - 1869

No 1.

Duplicate

Account sales 1 Flour Mill Engine & Fixtures sold by the undersigned for a/c and risk of J. S. Baron Esq Shanghai

— Sales. —

1 Flour Mill, Engine & Fixtures
sold for Tls 2700. 00

— Charges —

Commission	130. 00	
Advertising	70. 00	200. 00
Net proceeds		Tls 2500. 00

E & O. E. Shanghai
September 30th 1866
(signed) A. Fogg & Co.

May 3rd 1869

I hereby certify that the net proceeds above a/c sales was duly passed to the credit of my account with the said Messrs A. Fogg & Co. Shanghai China.

(signed) J. S. Baron.

(signed) T. T. McGrath
Book-keeper.

No 2.

Statement

Cost 1 Steam Flour Mill. Engine Fixtures &c shipped to Nagasaki, and now in the hands Messrs Lake & Co there.

In account with A. Fogg & Co Shanghai

Interest 12%

1866	Dr.				
Sept 30	To Cash paid for (1 Flour Mill Engine & Fixtures as above) Hls	2700	..		
Dec 31	.. Cash paid Shipping Charges to Nagasaki	225	.		
.. ..	.. Cash pd Freight on -do- to Nagasaki #225 @ 75	168	75		
1867 Mar 13	.. Landing charges on -do- @ Nagasaki #225 @ 75	169	20		
	Due by Average October 20 1866		Taels	3262	95
	To Interest on -do- to date May 3 '69 (annually) @ 12% p annum 2 yrs. & 195 days			1067	16
1869 May 3	. Total Cost of above Mill, this date		Taels	4330	11

E & O E

Shanghai May 3rd, 1869

(signed) A. Fogg & Co.

(signed) T. T. McGrath

Book-keeper.

No 3.

Statement of Interests in said Flour Mill as p. Memo. of Cost attached, herewith

— Dr. —

To R. Simmons 1/3d Share of said Mill: 1/3d Tls 4330.11 =			Tls	1443	37	
— Cr. —						
By Cash pd on a/c same Dec 31/1866	Tls	900				
" Interest on-do- to date (annually) @ 12% (2 yrs & 123 days)		274	60	1174	60	
Balce due H. Fgg & Co on above				Tls.		268	77
R. J. McCaslin 1/3d Share of said Mill = 1/3d Tls 4330.11 =			Tls	1443	37	
By Cash recd on a/c -do.- Dec 31/1866	Tls	900	50			
" Interest on-do.- to date 2 yrs & 123 days (annually)		274	66	1175	16	
Bal. due H. F. & Co on above				Tls		268	21
H. Fgg & Co 1/3d Share said Mill = 1/3d Tls 4330.11 =			Tls	1443	37	
To Balance due H. F & Co by said Mill this date May 3d 1869			Tls	1980	35	

E & O. E. Shanghai May 3d 1869
(signed) H. Fgg & Co

(signed) T. T. McGrath
Book-keeper.

United States Consulate Genl.
Shanghai China May 4 1869.

Personally appeared before me Thomas T. Mc Grath, who certified upon oath that the foregoing accounts numbered 1 (one) 2 (two) & 3 (three) respectively are correct statements of same as taken from the books of Messrs A. Fogg & Co's Auction Department.

Witness my hand and seal of this Consulate General the day and year last above written.

(Seal of U. S. Consulate)

(signed) B. R. Lewis
A. V. Consul Genl
in chg.

Date	Vessel	Action
Mch 29	Schooner Lee	Body Exhibit No 8. Claim filed by Messrs Fogg & Co.
"	Bengalee Tyson	G. H. Fiske
"	"	Willi P. Mangum
"	Schooner Lee	Filed Dec 12 1871 G. E. Deering
"	Bengalee Tyson	

Dated May 3 1869.

Judgement

J. Schiff representing Messrs Adrian & Co } United States Consular Court
vs. } Nagasaki, May 12 1869
Geo. H. Lake } Damages.

Having heard and tried the foregoing action in Damages, and to compel performance of agreement, commenced before this Court on the 26th April 1869; I adjudge that the Defendant pay to Plaintiff the sum of four hundred dollars, being at the rate of $40. per day for ten lay days, extending from the time of the 17th of April, the day the Defendant obstructed the removal of the Flour Mill to the 26th of April, both inclusive on which this suit was instituted, and that Defendant carry out in good faith his agreement by delivering up the keys of said Flour Mill on demand in order that Plaintiff may remove the same and deliver it to the parties who have purchased from him.

Defendant to pay costs
(signed) Willis P. Mangum
U.S. Consul
acting judicially

Assented to.
(signed) George A. Lyons
George Taylor } Assessors.
R. H. Irwin }

H. Schiff representing Messrs Adrien & Co } United States
vs. } Consular Court
George H. Lake } Nagasaki May 12 1

Action for damages.

Judgement for Plaintiff with costs.

Fee Bill

Hearing Fee $15.—

Marshal's Fees.

Serving Copy of Plaint & Petition	$1.—	
—do— 6 Subpœnas	3.—	
Attendance on Court Deputy Marshal	3.—	
—do— " — " — U.S. Marshal	3.—	
Returning 6 Subpœnas	3.—	
Summoning 3 assessors	3.—	
Returning Summons	1.50	
Mileage	—.45	
Serving Summons on Defdt	1.—	
Criers Fee	1.—	25.95

Clerks fees

Docketing Suit	1.—	
Issuing Summs & Subpœnas	5.—	
Recording Court Minutes	3.50	
Order & file answer	2.—	
13 Seals	13.—	
Filing Documents	1.10	25.60
Witness fees $1.50c 6*	9.—	9.—
assessors fees 3 assessors 1 day each 3*$3	9.—	9.—
		$84.55

First action.

Copy.

Exhibit No 9.

Judgement in the action of Adrian & Co v Lake.

G. W. Lake

v

Willis R. Mangum

Filed Dec 12" 1871

C. E. de Long.

Inclosure

With dispatch 260

U S Legation Japan

No 9

Judgment in case of Adrian & Co vs G W Lake

Dated May 12" 1869

Nagasaki Japan april 7: 69.

To
G. W. Lake Esq:
Dear Sir

I have this day sold the Flour Mill located on your lot in Nanninohua- for the sum of Five thousand five hundred dollars ($5500.) Messrs Adrian and Co will hold the whole amount of said sale money, on account of what may be due you on ac of said Mill, the matter of which we have this day agreed to submit to arbitration

(signed) R. J. McCaslin.

Seen and agreed upon
(signed) Adrian & Co.

First Action

Exhibit No. 10.
Letter of McCaslin to Lake advising him of the Sale of the Mill.

G. H. Lake
v
Willie P Mangum.

Filed Dec 12 - 1871
C. E. DeLong.

Dated april 7 - 1869.

With dispatch 260

Delegation Japan

No 10

Letter from McCaslin to Lake advising him of the sale of the Mill

No 17. United States Consulate.
Nagasaki. April 17th 1869

Sir

I am informed by Messrs Adrian & Co that you have stopped the work at the Flour Mill, and taken away the keys. This is directly opposed to the agreement you have entered into with them and Capt McCaskin, and is an illegal act. You are hereby ordered to return the keys, and allow the work to be resumed. If you persist in your unlawful course you will subject yourself to a suit for damages.

Very respectfully
(signed) Willie P. Mangum.
U. S. Consul.

To George H. Lake Esq.
Nagasaki

Enclosure
No 1 Legation Japan

With dispatch 260

No 11

Letter of Mangum to Lake ordering him to allow the delivery of the Mill to proceed

First Action.

Copy.
Exhibit No 11.
Letter of Mangum to Lake ordering him to allow the delivery of the Mill to proceed.

G. W. Lake
vs
Willie P. Mangum.

Filed Dec 12. 1871
C. E. De Long.

Copy

Yokohama July 27th 1869

R. J. McAslin Esq

Dear Sir

In our conversation at Kobe you said you would send if you could obtain it a copy of the letter that you shoed me when I received the Flour Mill from you. witch letter if I am not mistaken was signed by H Holcomb & Capt Simmons. you stated that you delivered the letter to Mr Robinet he is hear now but I do not know on what business. as I have not received letter it is of no use that I can see only to yourself. I have seen the U.S. Minister showed all my documents he said there is no appeal from the Arbitration and I have been of the impression there is no going back on what is decided on in my interview the Minister advyed me to go back and receive the money awarded. I said I would not be paid his answer was that it would and must be and there was no getting out of it and that Mangum had no rite to keep it back. hoping to hear from you soon

I remain (Signed) G.W. Lake

R. J. McAslin
Kings Japan

My brother writes that he has received part of the amount awarded $2971 67/100 leaving the balance to be disputed by you I supos or your friend Mr Howard Twomly the only thing is for you now to do is to order the balance of money awarded to be paid as I do not see that my claim afect you any and as Mr Twomly does not see to be in any hury about having the matter closed up I think you had better press the matter unless you have some personally animosity against me as I said before the Arbitration agreement was to be final and it is decided now what is to be done Mr Twomly claim is no good only for on-third your third will stand good for all that I can see

I remain dear sir Yours Truly

(signed) G.W. Lake

First Action

G. W. Lake
v
Willie P. Mangum.

Letter of Lake to McCaslin admitting that Fogg & Co. claim was good to one third.

Filed Dec 12 - 1871
C. C. DeLong.

Exhibit No. 12.

Dated July 27 - 1869.

Inclosure
With dispatch 260.

Ml Legation Japan

No 12

Letter of Lake to McCaslin admitting the validity of Fogg & Co's Claim

Agreement between G.H. Lake & Co and R. J. Mc Caelin

1st — That G.H. Lake & Co. receives from Messrs Cherry & Co, a steam flour mill as it now lies in his yard and go-downs and erects the same in his ship-building yard at Nanoonichera, and furnish money to put said mill in order, and sell said mill when complete or keep it running as said G.H. Lake & Co sees fit or to the advantage of himself and owners of said mill.

2nd That G.H. Lake & Co shall receive for his services and money invested one half of all net profits.

3rd Should said owner R. J. Mc Caelin wish to have said mill put up at auction, he must pay said G.H. Lake & Co all expenses that said mill has cost in erecting.

4th Should said mill be sold by mutual consent then each to stand one half profit or loss.

5th That no person or persons not connected herein, not to be allowed to meddle or have anything to do with said mill unless agreeable to G.H. Lake either for better or worse.

(signed) G.H. Lake & Co.
— do. — R. J. Mc Caelin.

witness
(signed) Chas. Cavanagh.
— do. — Edward Lake.

[illegible] Lake
v
Willie P. Mangum

Copy.
Exhibit No 13.

Filed Dec 15th 1871
C. E. de Long.

With dispatch 260

U.S. Legation Japan

No 13

Original partnership
agreement between Lake
and McCaslin

Account of Sundries Bought and Carpenters & Blacksmiths & Coolies for Flour Mill since taken from C. Cherry

1867			Dr
ch 14	2 Carpenters one day and 4 coolies		1 98
15	4 Coolies and 4 Carpenters		2 64
16	7 Carpenters & 3 Coolies		3 30
17	5 do & 4½ do		3 13½
18	12 Coolies fetching around Mill		3 96
19	4 Carpenters 24 Coolies		9 24
20	27 Coolies 3 Carpenters		9 90
21	1 Carpenter 9 Coolies fetching Mach.		3 30
	221 Foot timber for shead		16 80
	26 staboes ½ inch boards		13 00
	23 lbs nails		2 76
	120 " Manilla rope for tackles		16 80
	80 " Hemp rope for stops		12 80
	4 Double Blocks		33 30
	4 Wooden Rolers		2 80
22	9 Coolies 1 Dozen Baskets		3 47
23	10 Coolies 33 sheats Emry paper		8 25
	1 Keg white paint 1 ℔ Terpentine		5 00
	12 lbs tallow 1 Gallons paint oil		3 50
	2 Paint Brushes		2 50
	1 Keg seed lead ½ cwt.		8 00
24	2 Iron scrapers 17 Coolies		8 11
25	13 Coolies 6 Carpenters		6 27
	1 Monkey Rench 1 Blacksmith		4 33
	1 Stanshion for Sifting Machine		50
	1 Cros bar for same 1 Forg one day		1 20
27	10 Carpenters 9 Blacksmiths		6 27
	2 Forges 2 Days		4 00
	24 sheats Paper Emry		2 80
	26400 Bricks for Head of Boyler		18 48
28	25 Coolies cleaning Iron work		8 25
	55 lbs Oakum		6 60
	1 Screw bolt for Silender 2 lbs		50
29	135 lbs plate Iron		20 25
	3310 Bricks		37 17
	20 Coolies 2 days		6 60
30	20 Carpenters & Blacksmiths		6 60
	4 Forges 2 Files		6 50
31	1247 Bricks		8 73
	27 Coolies cleaning Iron work		8 91
	200 Bags Lime at 15¢		30 00
Apl 2	32 Carpenters & Blacksmiths		10 56
2	5 Maisons 20 sheet Emry paper		7 65
4	20 Coolies 1 Monkey Rench		10 60
	4 Forges 2 Gallons Oil		8 00
5	25 Coolies carrying stones Mill		8 25
	29 Carpenters & Blacksmiths 2 days		9 57
6	10 Coolies		3 30
	385 feet lumber Sawd for shead		7 70
	34430 Bricks		24 01
7&8	27½ Coolies		9 08
	25 Carpenters & Blacksmiths		8 25
	7 Maisons laying foundashion		2 31

				$	¢
1867		Amount Brought forward from Page 1st			
April	10th	Brass dies for sifting Brand. Belting main			10 00
"		1 Shovel	8 lbs Tallow		2 00
"		41 lbs Packing	1 G Linseed Turpentine		18 35
"	12	3300 Bricks	set Boyler in		23 10
"		4125 do	do do		28 87½
"	13	107 Bags Lime			12 87
"		6 Carpenters	11 Blacksmiths		3 28
"	14. 15	30 Coolies	11 Maidens		13 53
"	7 10	18 Coolies	digging for foundation Boyler		6 94
"	14	1200 Bricks			8 40
"		20 Coolies	carrying dust and sand		6 60
"	15	4½ Plasters men	setting Boyler		1 48
"		72 ft ¾ in boards	for sifting machine		2 16
"	16.17	19 Coolies	5 Maidens		7 92
"		12 Blacksmiths	repairing Ballance weal		3 96
"		9 Carpenters	4 Extra coolies		4 20
"	18	½ lb Lamp	1 Tallow Caster oil		1 80
"		4 lbs Tallow			80
"		90 ft 3 in planks	side Ballance weal as box		9 00
"		60 lbs Iron spikes	cut in box		12 00
"		2 " nails	repair fram Engen		- 40
"		10 ft 3 in planks	repare Engen		1 00
"	19	48 lbs Iron bolts	screw & nuts for fram Brick work in Boyler		9 60
"		9 ft 3 in plank	frame Brick work Boyler		9 00
"		580 lbs Iron Fire Bars			116 00
"		8 Screw Bolts	for screw steam pipe to Boyler		- 40
"		16½ lbs Rubber Packing			16 50
"		50 Piles	under chimney & mill		4 00
"		1 Small Vice			3 00
"		20 sheets Emry paper			2 40
"		1 Bottle Turpentine			1 00
"		9 Carpenters			2 97
"		9 Blacksmiths			2 97
"		35 Coolies			11 55
"		8 Plaster men			2 64
"	21	20 lbs Lead	for packing pipes		4 00
"		20 lbs Hemp rope	for straps		3 20
"		697 5/8 Bricks	for Bed of Boyler		34 83
"		8 Carpenters			2 64
"		9 Plaster men			2 97
"		6 Blacksmiths			1 98
"		67 Coolies			15 51
"	26	20 Bags Lime			2 40
"		2 Glass water Gages			1 50
"		24 sheets Emry paper			2 80
"		1 Bottle Caster oil			- 50
"	28	1 Blacksmith repairing wheel			3 96
"		13 Carpenters			4 29
"		48 Coolies			15 84
"		10 Flat stones	to lay over piles under chimney		3 50
"	29	1 Bottle oil			- 50
"		3 Gross small screws			7 25
"		3 Rubbers ½ inch boards			2 00
"	30	Repairing tin cups	for elivating wheat		1 -
"		17 Carpenters			5 61
May	3d	14 Blacksmiths			3 63
"		37 Coolies			12 21
"		1 Mignall J.H.			100 -

1867		Amount brought forward from Page 2		
May	9	8½ yards white cloth for windows bolting machine	2	50
"		10½ Carpenters	3	79
"		10½ Blacksmiths	3	79
"		5 Bamboos for roof for shead	1	00
"	10	10 Baskets dust baskets & Dirt sives	1	00
"		½ lbs Leather	-	50
"		109 lbs Steam Safety valve	16	35-
"	12	12 Carpenters	3	96
"		12 Blacksmiths	3	96
"		30 Coolies	9	90
"		Corner boards sifting machine	-	30
"		3 Floor plants	1	00
"		2 sheets Iron Plate or sheats over seal of elivator Flour	4	00
"	15	9 Carpenters	2	97
"		2½ Days Blacksmith		82
"		25 Coolies	8	25-
"		12 Large Bags Lime	3	00
"	19	9 Carpenters fitting frame Bolting machine	2	97
"		5 Blacksmiths	1	65-
"		17 Coolies	5	61
"		1 Camphor wood plank for Patern	1	00
"		Mattits for lime and mason plastering well	10	00
"	25	18 Carpenters	5	77½
"		11 Blacksmiths	3	63
"		35 Coolies	11	55-
"		Recasting safety valve	4	-
"	30	558 lbs cast iron Fire bars	100	48
June		9½ Carpenters	3	07
"		6 Blacksmiths	1	98
"	8	8 Coolies	2	64
"	8	8 Carpenters	2	64
"		4 Blacksmiths	1	32
"	10	8 Coolies	2	46
"		5 Carpenters	1	65-
"	12	3 Blacksmiths		99
"		10 Coolies carrying water to Boyler	3	30
"		12 Package black lead for weals	1	50
"		1 Monkey wench	4	00
"	16	1 Keg paint	3	00
"		1 Yard canvers 20 coolies	7	26
"		2 lbs Tallow		25-
"		19½ Carpenters	6	43½
"		8 Blacksmiths fitting pipes	2	64
"	18	20 Coolies	6	60
"		35 Bundles Shingles	6	00
"		Bambos for Roof of shead	-	50
"		Brass Pipe for Steam Gage	1	50
"		7½ lbs Ruber Packing	7	50
"	20	Making Tank for well	12	-
"		Bolting Cloth	18	50
"		10 Carpenters	3	33
"		3 Coolies Blacksmiths	1	05-
"		8 Coolies	2	64
"	24	Making on a/c contract to build Chimney	189	90
"		Casting 1 cheal for sifting meat mach	3	-
"		3½ Tons coals	28	-
"		13 Coolies cleaning Mill	4	29
July	3d	1 Day Carpenter		30

				£	s	d
July		Amount brought forward from Page 3				
"	7	7 Boats Dust to Plaster against wall		7	7	
"		4 Coolies		1	12	
"		1 Keg Black paint		2	50	
"		1 Gallon Paint oil		2	-	
"		1 Bottle Terpentine		1	00	
"		2 Paint brushes		2	00	
"	10	9 Carpenters		2	97	
"	14	1/2 Carpenter working on shedd		3	96	
"		Copper Tacks		-	25	
"		8 Coolies		2	64	
"		2 water buckets		1	00	
"		2 Gallons Caster oil		3	50	
"		6 lbs Tallow			78	
"		1 Keg green paint		3	00	
"		10 Piculs fire wood		2	30	
"		22 Inches 1/2 Cast pipe for water Engine from Nicols & Boyd		2	30	
"		4 Nuts & washers for ditto " "			16	
"		2 3/8 washers " "			10	
"		1 lb Brass for spindle			50	
"		1/2 " Copper wire			50	
"	16	Blacksmith repairing 2 packing screws		3	00	
"		6 Coolies digging well		1	98	
"		Digging well deeper & plastering p. contract		8	60	
"		8 Screwbolts on steam gage to Boyley			50	
"		13 lbs - - screwing Engine to frame & foundation		2	60	
"		32 lbs Iron for Hook Ballance weal to shaft		6	40	
"		12 screw bolts & nuts for fixing to well		2	40	
"		4 lbs Iron Bation on flower Elevater frame			80	
"		6 ft Camphor wood for Conductor			50	
"		2 Irons to lift mill stones of - and on			50	
"		15 lbs plate Iron on wooden weal for Governer Belt on shaft		3	-	
"		5 large rasps and files		14	-	
"		2 lbs Iron cast for shaft of Elevate Flower over Bank			40	
"		40 feet 5 in Boards		1	60	
"		2 Bolts for water pipe		1	-	
"		200 ft Boards laid around shead		8		
"		10 lbs nails		2		
"		6 Coal chisels		6		
"		3 small files		1	50	
"		2 Shiping Hammers		3	-	
"		1 Sledge Hammer		3	-	
"		1 pare large vices		20	-	
"		3 oil feeders		1	50	
"		2 Iron water Buckets		1	-	
"		Carpenter & Coolies shifting door		4	50	
"		9 Coolies		2	97	
"		10 Carpenters		3	30	
"		1 Tins for catching oil		1	-	
"		2 lbs nails			40	
"		90 ft 2 in plank for Bench		6	30	
"		Digging well 5 feet		15	-	
"	31st	Henry Gibson for 139 days labour up to 31st July 1867		371	13	
		Total cost of erecting the Flower Mill before running		£ 2127	98	

E & O. E.

(signed) G.W. Lake & Co.

Flour Mill account after erected and redy and and run Labour Coals water and so forth

			$	
July 25	72½	Piculs wheat		280 -
" 29	37	- do - do -		138 -
" 30	28	- do - do -		104
August 4	331 15/100	- do - do -		1057 87
" 26	12	- do - do -		45 -
	10	- do - do -		36 30
	31	- - do		104 -
				- -
July				
"	4	Pieces cotton drill		17 00
" 29	2	" " " for bags		8 50
August 5	5	" " " " "		21 25
" 20	4	" " " " "		17 00
" 22	2	" " " " "		8 25
" 27	6	" " " " "		25 50
July 26	4	Coolies carrying wheat to Mill		1 32
	22	Days Coolies 22 days		7 26
31	2	Coolies		66
August 2	4	do		1 32
"	8	days one coolie		2 64
"	2	Coolies one month		10 60
"	2	Gallons Castor oil		4 00
"	½	Picul vegetable oil		7 00
"	3	Tubs for flower 3 Basket sives sifting wheat		4 -
"		Freight of 331 15/100 piculs wheat from Yokohama		140 -
July 16	16	Coolies working on Mill		5 28
"	9	Coolies digging well deeper		2 97
	½	Tons Coals		13 -
	1	do do		8 50
	3	Carpenters fittings Trolls		99
12	2	Coolies		66
	2	Drayers		6 00
	7	Tons fine coals		49 50
	140	Piculs Coals		46½ -
	2	Boats full of water for Boyler		1 75
	2	grates small screens		2 00
	1	doz Packages Black Lead		1 00
July 5	16	feet 1 in boards		1 12
	14	feet 2 " boards		- 64
	2	lbs nails		- 30
		Coolies by Carpenter work one Month		16 -
	1½	lbs Twine to sew bags		30
	4	Tins green paint		2 00
		Boy and Coolies Japan Fireman		5 75
8	1	Carpenter		33
	6	feet Brass Sive		6 00
3	38	Piculs coals		17 00
20	12	Coolies		3 96
		Water 2 days		66
	2	Bags Lime and wood		1 -
	4	lbs Tallow		- 50
	2	" Twine		1 20
	5	" Okum		- 60
	24	" Sheets Emry Paper		2 80
	8	" lbs Okum 96 cts carrying water to Boiler $3.75		4 71
	100	" Picul Coals		43 00

			£	s	d
Sept					
"		Laber & Coolies carry Flower	2	50	
"	28	22 Days cooley running mill	1	27	
"		2 Carpenters	-	66	
"		Carrie carry grain Shives & threads	-	50	
"		Winering machine	-	60	
"	27	water for 3 days for Boyler	1	-	
"		3 Coolies one month	17	-	44
		2 lbs candles 18 Coolies			
Oct		2½ Gallons oil	2	50	
"		1 Keg white Zinck	4	00	
"		10 lbs red lead	1	25	
"		6 " O Kum			72
"		1 ℔ Terpentine	1	00	
"		2000 Bricks laid around mill & well	14	-	
"		1 Package Serews	1	50	
"		1 Stick 4 feet Teak	2	00	
"	12	7 Carpenters	2	31	
"	"	6 Coolies	1	98	
"	"	1½ lbs Rubber for Steam valve	1	50	
"	"	1 Iron door under Boyler fire place	6	00	
"		1 Brass cup under spindle	2	00	
"		26 lbs yellow Oker	2	00	
"	20	5 Bags Lime	7	-	
"		1 lbs nails and plaster	1	50	
"		12 days carpenters	3	96	
"		½ doz Sheets Emery paper	-	75	
"		8 lbs O Kum clean Machine	-	96	
"	30	3 Coolies one month labor	12	50	
"		1 Keg green paint	4	-	
"		8 lbs Tallow	1	-	
"		24 ft 2 inch plank	1	-	
"		1 Bottle of Lamp oil	-	25	
"		1 Keg white lead	4	-	
"		2 lbs nails			25
"		10 bags lime plaster around well	2	00	
"		Sand and 2 Gallons Paint oil	4	20	
"		½ Coolie one day	1	32	
"		½ Carpenter 1 days making box to catch flower & shorts	1	32	
"		1 Stubs boards	-	70	
Nov 30		3 Coolies 1 Month	11	52	
Decem 12		Paid of N. Gibson up to date for 128 days labor	344	40	
" 30		Rent of land and buildings the mill stands on for 10 Months and 16 days	1316	-	
			3106	88	

E. & O. E.

(Signed) G. H. Lake & Co.

Flour Mill Credit for Flower Shorts and Brand sold

	Shorts & Brand sold		
	160 bags Flower		431 04
	100 " sold Baker in Gato machi		200 00
	29½ Bbls in Bags sold shipping and our Baker		295 -
	86½ " " " left on hand at $8.		692 -
			$ 1909 09
	Commissions for selling Flower & Shorts & Brand		95 45
			$ 1813 64
	Cr		
	For things sould out of mill		
	77 lbs Barley Grain	$ 15.40	
	1 Monkey Pencl	1. -	
	1 Ton coal	6 -	
	500 Bricks sold Wignall		25 40
			$ 1842 54
	Amount expended before trying to run	$ 2127.98	
	" " after being started	3106.85	
	Commissions & Interest on Cash advanced	261.74	
			5496 57
	E. & O. E.		$ 3654 03
	(Signed) G.W. Lake & Co		
	Nagasaki to December 30/1867		
	Mistake in the a/c Cr Dr	$ 6.30 $ 15.	
	1 Engr to receive wages for eleven days $1.50	$ 10. 16.50	26.68
		To add	20.38
			$
1867			
Dec 31	Amount brought forward		3674 41
" 30	Interest on the above amount for 16 Months @ 1%		58 79
	To down rent for 16 month @ $30		480 00
	To Comm on sale of Mill without my consent being taken out of my hands in November 31- last by power of attorney authenticated by W.P. Marquim @ 2½		137 30
			$ 4879 81
	Made up to April 30. 1869		
	E. & O. E.		
	(signed) G.W. Lake & Co		

Copy

Exhibit No 14

G. W. Lake

vs

Willie P. Mangum

Filed Dec 16th 1871

(signed) E. De Long

Mexican

Pith dispatch 260

N S Legation

No 14

Account filed by

G W Lake

Nagasaki 16th April 1869.

W. P. Mangum Esqr.
U. S. Consul

Sir.

Hearing that the arbitration proceedings in reference to the claim I have against Mr. R. J. McCaslin and the Flour Mill have been stopped pending an inquiry into a claim advanced by Messrs Fogg & Co. I shall feel oblige oblige by your attaching the Flour Mill now erected on my Ship building yard at Nanmoku until my accounts against the same are satisfactorily settled

from yours very respt fully
G. H. Lake.

Copy.

Exhibit No 15.

G. H. Lake

~

Willis P. Mangum.

Filed Dec 15 - 1911

E. E. McLong.

Delegation Japan

With dispatch 260

No 15

Lakes Letter to Mangum asking to have this Mail attached

Nagasaki april 29th 1889.

H. Schiff for Mess Adrian & Co.
G. H. Lake
G. H. Fergus
} action for damages.

To the United States Consular Court Nagasaki Japan

G. H. Lake. Defendants answer: and plea
summoned to answer the Plaintiff H. Schiff.

The Defendant states that he never agreed to give up his lien on the Flour Mill erected by Messrs G. H. Lake & Co. on the lot owned by G. H. Lake and known as ship-building yard A other than in a letter dated April 15-1889 to Messrs Adrian & Co in which the defendant simply informed them that he had received their letter dated April 7th and would allow them on Mr Schiff's word of honor to pay me for the Mill (after the arbitrators gave their decision) to take down the Mill and remove it, but never gave my permission for the removal of the Mill off my ground. I have informed Mr. Schiff verbally both before and after the letter was written that on no consideration would I allow the machinery to be removed off the ground unless Mr. Schiff would give me his promissory note for the amount due me on said Mill this being then settled by arbitration my claim being for four thousand eight hundred dollars or thereabouts, this letter (if it can be construed into an agreement) was written to favor Messrs Adrian & Co. as a final decision of the arbitrators was then to be given in two days: I did not give the word remove due consideration; but never thought the decision of the arbitrators was to be delayed by order of the United States Consul; I have refused to have the Mill removed and it was and still is my through

determination not to allow the mill to go off the ground till my claims were satisfactory settled and I even begged the United States Consul Mr. H. P. Marsham to assist me and have the matter satisfactory settled, so that there would be no trouble hereafter – the only answer I could get was that "the letter written by R. J. McCaslin seen and agreed upon by Adrian was all required" on the strength of that I allowed the men to work removing the machinery belonging to the mill so that it might go off my ground when I was satisfactory secured according to the Arbitrators decision:—

As to the question of damages and demurrage for detention of Brig "Mogie" – the defendant has good reason to believe that the Brig is sold to Japanese and is not the property of Adrian & Co. and is bound to Osaka if she takes the mill or not 2dly That she is not yet loaded but is awaiting for other cargo, and consequently is not detained at all to receive the Mill.

If the Court awards damages it should be against the mill, not against the defendant who only wishes to be secured and never engaged ship or freight with Plaintiffs for said mill: The defendant further says that as he has a lien on the mill for rent due and money expended: which mill is on his property and in his possession there is no law of the United States to his knowledge which can compel him to give up this lien until he is properly secured.

The defendant further states that from the discrepancy of the statements made by Messrs Adrian & Co. and Mr. R. J. McCaslin that he has good

reason to believe the intention of the parties is to deprive him of his lien: these letters are contained in the letters received viz: the letters from McCaslin state that the mill is sold for Five thousand five hundred dollars, supposed to be Cash. Messrs Adrian & Co. however stated verbally that the mill is sold on a credit to Japanese and also that they claim a commission, these transactions took place between McCaslin and Messrs Adrian & Co. to which the defendant was no party; and if the defendant gives up possession and the Japanese fail in payment and also McCaslin to whom is the defendant to look for payment; without having some promissary note from responsible parties: or as is usual in all cases in release of lien to receive cash in hand. — I have never delivered the keys of the Mill unless on a receipt that they are to be delivered at my request.

The arbitrators in the case of Defendant and McCaslin being ordered to withhold their decision, and Adrian & Co. refusing the security asked, the defendant holds his lien in said mill and is ready and always has been to deliver it to any responsible parties either on receipt of award of arbitrators or proper security satisfactory to him that it will be paid: To avoid endless litigation the defendant has offered to take the lowest amount awarded him by the arbitrator for McCaslin and leave the balance in dispute in the hands of the plaintiffs until a final decision is given by the third arbitrator chosen. The Defendant further states that he is not acting for himself altogether, but for the firm of G. H. Lake & Co; his partner

also refused to deliver possession until the money awarded or to be awarded in the case of Mc Caslin is either paid or properly secured and respectfully ask the following witnesses for his defence to be summoned and their evidence taken underoath.

viz Capt. Cowan of Brig Mogii
Mr. Robertson of Messrs Boyd & Co
" John Maltby of Messrs Maltby & Co
" Brunier by Messrs Case & Co
Capt. J. A. Smith of Nagasaki

(signed) G. H. Lake.

Signed and sworn to before me
this the 8th day of May 1869
(signed) Willie P. Mangum.
U. S. Consul
acting Judicially.

Enclosure with dispatch No 260

Malgamation System

No 16

Summons to Defendant in Mc Caslin Case

Copy
Exhibit No 16.
G. H. Lake.
W. P. Mangum.

Filed Dec. 15th 1871
C. C. Kong.

H. Schiff
representing Adriance & Co.
for
G. H. Lake

Defendant's plea
and answer.

Filed May 8th 1869.

Copy

No 24.

United States Consular Court

Nagasaki. May 7. 1869

To

George H. Lake Esq.

Sir

It has been a week today since an extension of time was granted you to give in your answer in the Flour Mill case, although you were warned at the time to make no unnecessary delay. More than ample time has now been allowed you and I have to inform you that if you do not appear by eleven o'clock A.M. to-morrow the 8. Inst. to give in your answer under oath, I shall proceed to give judgement against you by default

Very respectfully

(signed) Hillie P. Mangum.

U. S. Consul

Copy

Exhibit No 17.

G. W. Lake

v

Willis P. Mangum

Filed Dec 15th 1891
C. E. De Long.

U.S. Legation Japan

With despatch 260

No 17

Bill of Mangum to Lake to file an answer in the Admiralty Case

To the United States Consular Court
Nagasaki May 7th 1869.

To W. P. Mangum Esq
U.S. Consul

Sir

In answer to your letter of this date No 24. I beg to inform the Court that I did appear at the United States Consular Court at 11 o'clock A.M. as per summons dated April 26th and found the Court Room door locked and it continued locked up to the time I left to go home at 11 o'clock 45 minutes A.M. plaintiff did not appear at the Consulate I was prepared to hand in my statement under oath but as there was no Court on the date of April 30 at 11 A.M. I consider the Plaintiff is the defaulter. I am prepared and always have been to deliver up the Flour Mill now in dispute on receipt of the amt. due me for erecting said mill and rent due, but as the money as per the lowest arbitrator decision and even good security satisfactory to myself is still refused I will not deliver over my lien on till I am satisfactorily secured against loss and all liabilities of hereafter litigation.

(Signed) G. H. Lake.

Copy.

Exhibit No 18.

G. H. Lake

v.

Willis P. Mangum.

Filed Dec 15th 1871

C. E. De Long.

Legation Japan

With dispatch 260

No 18

Letter of Lake to Mangum in reply to order to file an answer

United States Consular Court

Nagasaki May 13th 1869

United States
vs
George H. Lake } Commitment for Contempt.

To
L. M Dent Esq. Marshal of said Court

Sir

In the name of the United States, forthwith commit George H. Lake of Nagasaki, to jail for 24 hours, and collect of him $50. fine for his contempt of this Court and of the United States committed to day by refusing to obey the order of this Court to deliver up on demand the keys of the flour mill situated on his premises in order that said mill be removed, in compliance with the judgement pronounced in this Court on the 12 Inst. in the case of H. Schiff representing Messrs Adrian Hoo vs. George H. Lake.

And if George H. Lake does not on demand pay said fine and the costs taxed at $15.50 with your legal fees, you will imprison him for thirty (30) days more, for all which this shall be your sufficient warrant.

Given under my hand and seal of the United States Consulate this 13 day of May 1869

(signed) Willis P. Mangum
U. S. Consul
acting judicially

U. S. Consular Seal.

Ex No 19

G. W. Lake
Willis P. Magnum.
Filed Dec 15th 1871
C. E. DeLong.

Exhibit No 19.

United States
vs
George W. Lake.
Contempt.

Committed the within named Geo W. Lake to the Japanese Jail in accordance with the within order at 3 o'clock 50 minutes P.M. this the 13th day of May A.D. 1869. Discharged from Jail the said Geo. W. Lake at the expiration of twenty four hours and collected the fine and costs in accordance with the within order, this 14th day of May 1869
(signed) L. W. Dent
U. S. Marshal.

With dispatch 260

Ministers Japan

No 19

Commitment of G W Lake for Contempt

United States Consular Court Nagasaki May 13 1869

To
L. M. Dent
Marshal of said Court

Sir.

You are hereby commanded to attach the body of George W. Lake if found within this Consular jurisdiction and bring him before this court to answer a contempt of him committed in not obeying the order of this Court to deliver up on demand the keys of the Flour Mill situated on his premises, in order that said mill be removed, in compliance with the judgement pronounced in this Court on the 12th Inst. in the case of A. Schiff representing Messrs Adrian & Co vs. George W. Lake.

And of this writ make due return

(signed) Willis P. Mangum.
U. S. Consul
acting judicially.

U.S. Consular Seal.

Copy.

Exhibit No 20.

U. S.

vs

G. H. Lake.

arrested the within named Geo. H. Lake and brought him into Court

(signed) L. M. Dent
U. S. Marshal.

Nagasaki
May 13 1869

Geo. H. Lake
vs
Writ of Attachment

Filed DEC 15 1871
C. E. De Long

Delegation Japan

With dispatch 260.

No 20

Writ of Attachment
for Contempt

United States Consular Court Nagasaki May 13 1869.

United States vs George H. Lake } Charged with committing contempt of Court by refusing to obey its order.

Before Willie P. Mangum
U. S. Consul
Acting judicially.

Summary proceedings

The prisoner was arrested and arraigned upon affidavit of Ferdinand Plate to the effect that he (the (prisoner) had refused to give up to him when when he demanded them, the keys of the flour mill, situated on Prisoner's premises, in accordance with the judgement of this Court in the case of H. Schiff representing Messrs Adrian Heerd George H. Lake, delivered in this Consular Court on the 12th Inst. although he (the prisoner) well knew that said Ferdinand Plate came in the name and by the order of Plaintiff in the above mentioned case to take possession of a right granted by the judgement of this United States Consular Court above refered to.

Prisoner was sentenced for this contempt of Court and of the Government of the United States to be imprisoned twenty four (24) hours in jail and pay a fine of $50. together with costs and if on demand he should refuse to pay such fine and costs to be committed for thirty days more

(signed) Willie P. Mangum
U. S. Consul
Acting judicially.

Copy.

Exhibit No 21.

G. H. Lake
vs
Willie P. Mangum

United States
vs
George H. Lake
Contempt.

Filed Dec 15 1911
C. E. L. Long.

With dispatch 260

U S Legation Japan

No 21

Copy of Contt Docket of Contempt proceedings

United States Consular Court.
Nagasaki May 13th 1869.

Ferdinand Plate being duly sworn says that he was ordered this morning by Mr. Schiff of Messrs Adrian Hoo & call on George H. Lake and demand of him the keys of the Flour mill situated on his premises, in order that he might proceed to have said mill removed in compliance with the judgement delivered in the United States Consular Court on the 12th Inst. in the case of M. Schiff representing Adrian Hoo vs George H. Lake, that said George H. Lake refused to deliver said keys when he asked for them, saying that he would wait until the United States Admiral should arrive that the Court was not regular that tried the case.

(signed) Ferd. Plate

Signed and sworn to before me this
13th day of May 1869
(signed) Willis P. Mangum
U.S. Consul
Acting judicially.

U.S. Consular Seal

Exhibit No 22.

G. W. Lake

vs

Willis P. Mangum

Filed Dec 15-1891

C. E. McLong.

No Legation Japan

With dispatch 260

No 22

Affidavit of Merriam

Plate

United States Consular Court
Nagasaki May 15th 1869

To
L. M. Dent
Marshal of said Court

Sir

You are hereby commanded to proceed to the residence of George W. Lake and make diligent search for the Key of the Flour Mills situated on the premises of said George W. Lake, and when found to deliver said Key to the agent of the Plaintiff in the case of W. Schiff representing Messrs Adrian & Co vs George W. Lake which was heard and decided in this Court on the 12th inst in favor of the Plaintiff. If the Key is not found at the residence search the body of said George W. Lake and of this writ make due return

(signed) Willie P. Mangum
U. S. Consul
acting Judicially

U S Consular Seal

Copy
Exhibit No 23
U. S.
vs
Geo. W. Lake

Received the Key in obedience of the within order from Edward Lake brother of Geo. W. Lake the defd and handed over to Ind State agt for Messrs Adrian & Co. Plaintiffs this the 15th day of May A.D. 1869
(signed) L M. Dent
U S marshal

Ex No 23

G. W. Lake
vs
Willie P. Mangum

Filed Dec 15th 1871
(signed)
C. E. De Long

Legation
Of Legation Japan

With dispatch 260

No 23

Search Warrant-

date May 15th 1869

Key.

Nagasaki June 15th 1869.

To
W. P. Mangum Esq.
U.S. Consul.

Dear Sir

I beg to remind you that I have applied to Messrs Adrian & Co. for the payment of the sum of money due me by the decision of the arbitrators between myself and R. J. McCaslin for the owners of the Flour Mill. You mentioned before the Court on the 12th of April that the security (H. Schiff's letter and R. J. McCaslin's letter) was good and sufficient security. Will you plase let me know who is to pay the interest on this money, am I to look to you individually or to Adrian & Co. If you do not intend that I shall be allowed to receive the money honestly due me. plase inform me and you will greatly oblige

Yours respectfully
(signed) G. H. Lake.

Copy.

Exhibit No 24.

G. W. Lake
vs.
Willis P. Mangum.

Filed Dec. 15th 1871
W. E. McLong.

With dispatch 260

U. S. Legation Japan

No 24

Letter from Lake to Mangum

key.

$400.

Received from Edward Lake for G. H. Lake the sum of Four hundred dollars mexican, amount of damages against said G. H. Lake in a suit. — H. Schiff representing Messrs Adrian & Co. vs G. H. Lake for refusal to deliver certain flour Mills according to agreement.

Nagasaki May 14th 1869

(signed) L. M. Dent
U. S. Marshal.

$84.55

Received from Edward Lake for G. H. Lake the sum of Eighty four dollars mexican and fifty five cents being amount of costs of court in above case of H. Schiff representing Messrs Adrian & Co. vs G. H. Lake.

(signed) L. M. Dent
U. S. Marshal.

Copy

Exhibit No 25.

G. W. Lake
vs.
Willis P. Mangum.

Filed Dec 15- 1871
C. E. De Long.

Legation Japan
With dispatch 260

No 25

Receipt of Lt. Govt

$65.50

Received from Edward Lake for G. H. Lake the sum Sixty five dollars Mexican and fifty cents, being amount of fine and costs for Contempt of Court in Geo. H. Lake refusing to obey order of the United States Consular Court in the suit of A. Schiff representing Messrs Adrian & Co. for damages in refusing to deliver a certain Flour Mill

(signed) L. M. Dent.
U. S. Marshal.

Copy

Exhibit No 26.

G. H. Lake

vs

Willis P. Mangum.

Filed Dec 15th 1871

W. E. DeLong.

With dispatch 260

Legation Japan

No 26

Receipt of Secretary

$69.50

Received Nagasaki May 15th 1869 from Edward Lake for Geo. H. Lake the sum of Sixty nine dollars and fifty cents, being amount of fine and costs for a second contempt of court in a suit H. Schiff for Adrian & Co. vs G. H. Lake.

(signed) L. M. Dent
U. S. Marshal.

Copy.

Exhibit No. 27.

G. W. Lake
vs
Willis P. Mangum.

Filed Dec 15. 1897
C. E. DeLong.

With dispatch 260

U.S. Legation Japan

No 27

Receipt of Ld. Dept

Ricvied No. 51

Consulate of the United States.

Nagasaki July 7th 1870

Sir.

I have the honor to acknowledge the receipt of your dispatch No 43 of May 20th 1870 with its enclosure containing a note from the Hon. Benjamin F Butler, a letter from certain parties "Select men" of Topsfield, and two letters from the brothers George W. Lake and Edward Lake setting forth certain wrongs that they complain of having received at my hands in Nagasaki.

In reply I have to say in the first place that these two letters of the brothers Lake are most villainous perversions of the truth, and beg to submit the following explanation

to wit:

To
Hon. J. C. B. Davis
Acting Secretary of State
Washington.

to wit:- In the Spring of last year a suit was instituted in this Consulate against George H. Lake by Messrs Adrian & Co. a Belgian Firm in Nagasaki, to recover damages for the nonfulfilment of a contract and to compel fulfilment of the same. This contract was to the effect that Messrs Adrian & Co. should sell on commission for the sum of $5500. and remove the same a certain "Flour Mill" situated on the premises of G.H. Lake, and owned by him and one R. J. McCaslin of Shanghai and retain this money in their hands until the dispute between Lake and McCaslin, as to the amount each was entitled to receive of the proceeds of this sale should be decided by arbitration. In compliance with this Messrs Adrian & Co effected the sale of the Mill to certain Japanese residing at Osaka, and proceeded to remove it to be transported to Osaka, at this juncture Lake in defiance of his contract stepped in and stopped the removal by taking the key from the agent in charge and locking up the Mill. Hence the Suit.

The case was tried before me with the requisite Assessors, on the 12th of May 1869. and judgement given for the Plaintiffs. The Defendant contumaciously refused to comply with the judgement and obey the orders of the Court. For this Contempt he was summarily punished by a fine of $50. and imprisoned for twenty four hours. He repeated his Contempt

Contempt after his release, and was again summonily punished in the same way.

The judgement of the Court was enforced. The Mill was removed and hänesportia to Osaka, to be delivered to the Jpn chasers. In due time the arbitrators who were to decide upon the respective claims of Lake and McCaslin made their award and the price of the Mill, which was stipulated to be paid on its delivery at Osaka was received by Messrs Adrian & Co. In the meantime a third party appeared, Messrs. H. Pogg & Co of Shanghai, by J. F. Trombly, claiming an interest in this Mill property as part owner and holding certain charges against it to the amount of some twelve hundred taels equal to about $1600. for auction expenses, storage &c. in Shanghai whence Lake had brought the Mill.

The arbitration showed that Lake had expended a large sum of money in erecting the Mill and running it, for which he had been only partially refunded by the proceeds of the sale of the flour, leaving the sum of $297.57 actually paid out of his own pocket. This amt the arbitrators awarded to him, and the residue of the $5500. to wit $2528.43 to be equally divided between him and McCaslin. The award was made on the 27th of May, and the money for the Mill received by Messrs Adrian & Co from the Japanese purchasers, on the 15th of July following. They immediately informed me of its reception and I forthwith instructed them to pay over to Lake the $2528.43 pending the investigation

$297.57 and to retain the residue

of the

the claim of Mess. A. Fogg & Co. Before this money was received by Messrs Adrian & Co, G. H. Lake went away from Nagasaki, leaving his brother Edward Lake in charge of his business. Finally McCaslin settled the matter as far as he was concerned, with Mess. A. Fogg & Co. in Shanghai by an amicable compromise and it then became narrowed down to a claim against Lake for about $800. and this was eventually settled by Edward Lake paying to Drummond Hay, agent appointed by Messrs A. Fogg & Co. Attend to this business, four hundred dollars $400.

I had advised both parties to settle this matter amicably out of Court, but at no time made mention of any sum that I considered fair to offer or receive. The proposal by Lake to pay four hundred dollars, was entirely voluntary on his part. Hay at first refused to accept this amount, and only after considerable delay, and with much reluctance did he finally assent to it.

When Lake first told me that he had proposed to compromise by paying four hundred dollars, but that Hay had refused to accept this sum he not only expressed his willingness to settle the matter in this way, but appeared anxious to have it done, and at no time did he ever express an objection, as far as I am aware, to paying this amount after his first proposal to do so.

Under such circumstances the idea that Lake was compelled by me to "sacrifise" four hundred dollars" is so glaringly preposterous

preposterous. that it could only have originated in the distempered imagination of such a creature as Edward Lake or his brother.

In the above mentioned case of Mrs. Adrian Hes vs G. H. Lake, the assessors unanimously assented to the Consuls decission, consequently the decission was final (vide Sec 10. Act of Congress June 22 1860. giving judicial powers to Ministers Consuls &c) The law on this point was fully explained to Lake, and he well knew that he was not entitled to an appeal.

The Captain E. Tolman mentioned in the letter of G. H. Lake and whose punishment by imprisonment and subsequent deportation, has aroused so much indignation in his bosom, was one of the most violent and desperate of all the foreign population of Nagasaki, and a man of whom the natives stood in great dread. He had several times been arraigned before the Consular Court and punished, and on the occasion referred to, the offence which Lake styled "a simple assault and battery" was the beating an inoffensive Japanese boatman, in the most brutal manner, bru and injuring him to such an extent, that he was unable to walk about for several days. When Tolman was arrested for this offence, he threatened to shoot the Marshal, and at the trial carried into the court room concealed upon his person a

loaded

loaded revolver which was taken from him, and found to contain five ball cartridges. This man Tolman and the Sakes were intimate friends and companions and among such characters here, the Sakes appeared to find their most congeniol associates, all of them "birds of the same feather", men of low instincts, and associations, ignorant, suspicious, headstrong and lawless, frequently getting into difficulties, and never hesitating to pervert the truth to suit their purposes.

G. W. Sake by his lawlessness, forfeited several years ago, his right to reside in Japan, and only by sufferance did he remain here. The forbearance that has been extended to him in not having the law enforced, and allowing him to remain in the country in consideration of his youth, with the hope that more age and experience would teach him to correct his evil propensities — he has proved himself unworthy of, and utterly incapable of appreciating. If strict justice had been dispensed to him he would have been deported long ago. The consciousness of this fact, with perhaps an uneasy feeling, that if he should return to Japan he might not be allowed to continue in the country may have something to do with his extreme anxiety about my remaining at Nagasaki —

I quote from the Court Records of this Consulate the following offences for which he has received judicial punishment to wit:

to wit: June 16th 1863 - Charge of assault and Battery on the person of Levi N. Burdick, fined #25. and cost. Aug 31st 1865. Charge of assault and battery with a dangerous weapon upon a Japanese complaint lodged by the native authorities, as this case was especially of a heinous character, I quote the decision of the Court in full Marked Enclosure No 1.. Sept 28th 1866. Charge against both Geo W and Edward Lake of assault and battery on one John Brown, convicted but under extenuating circumstances, and fined one dollar each with costs. July 10th 1867 Charge of unlawfully detaining and wounding a Japanese officer, Sentenced to a fine of #25. and imprisonment Ten (10) days - and again warned that he had forfeited his right to reside in the country, on the way to jail under this sentance he escaped from the Marshal by drawing a revolver and threatening to shoot him, was concealed some days in the vicinity of Nagasaki by his friend the aforesaid Capt. Elias Tolman, and then smuggled by him on board a steamer bound for Yokohama. He staied a while at Yokohama, thence proceeded to China, and after skulking about for several weeks, returned to Nagasaki was rearrested and imprisoned for his allotted term. He was also implicated in smuggling at an unopened port in the Spring of 1867 on the ship "Anne Kimball" of which he was the charterer. The case was heard June 5th 1867

1867. and the ship fined one thousand dollars. (vide Treaty)

G. W. Lake was registered at this Consulate Sept 12th 1860 and Edward Lake Sept 10th 1862. They were both boys at the time of their arrival. Their occupation has been that of butchers, compradors and general traders. The latter still resides here, and the former up to the Summer of last year (1869) when he left for Yokohama and thence proceeded to the United States, where he arrived I suppose sometime in the autumn, so he must have been absent from Topsfield nearly ten years, living all that time with the exception of the few months spent in the voyages from & back again to America, in a foreign land some twelve thousand miles away. I beg to place these facts together with the Court Records by the side of the letter of the "Select Men" of Topsfield, who so confidently vouch for the good character of Geo. H. Lake they "having known him from his earliest days"—

I have the honor to be
Sir
Your Most Obt Svt

(signed) Willis P. Mangum
U.S. Consul.

With dispatch 260

U.S. Legation Japan

No 28.

Dispatch of Wm
Mangum to J C
B Davis Esq. Asst
Secty of State

Ex No 28

G.H. Lake

to

W. P. Mangum.

Filed Dec 15: 1871

Letter of W. P. Mangum
to
Asst Secty of State.

Copy

Department of State
Washington September 3. 1870

Sir

Referring to the letter addressed to you from this Department on May 20th ultimo I have the honor now to enclose a copy of a dispatch No 15 dated July 7th last from the United States Consul at Nagasaki, Japan and of its enclosures, in reply to the charges preferred against him by G.W. Lake and by you laid before this department

I have the honor to be Sir
Your obedient Servant
(signed) J.C.B. Davis
acting Secretary

Hon Benj. F. Butler
Lowell, Mass.

List of Enclosures
Despatch No 57. dated July 7th 1870 from the U.S. Consul at Nagasaki, Japan

Filed Dec 15th 1871
(signed) C. E. DeLong

Ex.

Exhibit No 29
Dep't of State
Washington Sept 3d 1870

Davis J. C. B.
acting Secty

Transmits letter of U.S. Consul
Willie P. Mangum at Nagasaki
in reply to charges of Gth. Lake

Lowell Sept. 11th 1870

Respectfully referred to the Select
men of the town of Tolsfield and
Messrs Lake for their information
as reply to their communications to
me in May last and by me referred
to the State Department

(signed)
Benj. F. Butler

With dispatch 260

Legation Japan

No. 29

Letter of Mr Davis
& Hon B F Butler

Copy of evidence

A. P. Mangum called and sworn testifies as follows -

I am U.S. Consul at Nagasaki Have been acting as such since Sept 27th 1865 - During 1867 and to the 19th of april 1868 I was in Shanghae acting U.S. Vice Consul General leaving Mr Moore in charge of the Nagasaki Consulate as Vice Consul. In 1869 I was acting as Consul at Nagasaki. Mr Dent was acting Marshal. I know Deft. Nev. then resided there. He was registered there I think in Sept. 1866 and resided there until in July 1869 when he visited the U.S. as I understood. He was again there last spring. His house is there G.W. Lake & Co. and has been constant going on and that place is in fact his residence. U.S. citizens register only once. I am not aware of the existence of a Regulation requiring yearly registration of citizens. Mr G.W. Lake never registered but once in my Consulate and that was in 1866. The agreement between the Raintiff & R. J. McCaslin to arbitrate certain matters about a flour mill was entered into I think in April 1869. Witness produces the original agreement to submit to arbitration, which is read to the Court dated
01 April 7th 1869. Copy offered in evidence (Marked Exhibit No 1) That paper is one of my Consular archives. This was not executed in duplicate I do not recollect the date of my order directing the Arbitrators to temporarily suspend their action as stated in my answer. I simply wrote a note directed to the gentleman selected as Umpire requesting him to hold in abeyance a decision until certain matters should be settled relative to this flour mill. This was equivalent to an order. He was a British subject. I had no personal jurisdiction over him, but he acted under it. I did this to save the forms of a going through the British Court with an application. I had no interview with him personally about the subject. he acted under it and refrained from giving an award. There was a case then pending between Adrian & Co. represented by Mr Schiff and Mr Lake relative to a flour mill. I am not positive whether this suit had then been actually commenced or only mentioned

mentioned to me as to be commenced, I now state positively that that order was made after this action was commenced. I feel certain that it was. The Defts answer in that action was filed May 5th 1869. the case was tried May 12th. The petition was filed 26th April 1869. This order was made at the application of Mr Schiff but there was no memorandum made in the Court Record Book. This order was given on the fact that Messrs Adrian & Co. reported to me that the Plaintiff had refused to carry out his agreement in regard to the flour Mill that was in dispute and this order was given to withhold the suit until the award should be given in regard to the dispute between Mr Lake and Mr Schiff. This order was conditional until this difficulty should be satisfactorily settled by the Umpire the arbitrators having disagreed. There was a flour Mill on the premises of the Plaintiff at Nagasaki, owned by Mr Lake and R. J. McCaslin The flour mill was purchased in Shanghae from R. J. McCaslin and brought to Nagasaki, at that time an agreement had been made between Lake & McCaslin with regard to their respective interests in this Mill, some time after the Mill had been erected and working on Mr Lakes lot a dispute arose between Lake and McCaslin in regard to it and finding that the arrangement was not a paying one it was settled by McCaslin as part owner entering into an agreement with Adrian & Co. to sell this Mill for $5.500. which agreement was acceeded to by Mr Lake himself. The flour Mill was to be removed by Adrian & Co and delivered to the purchasers who were Japanese, at Osaka it being understood that the purchase money was not to be paid until the Mill was delivered at Osaka when the money was to be remitted to Nagasaki by Adrian & Co. Whilst Adrian & Co. were proceeding to remove the Mill, the plaintiff in this action interfered to prevent it and in consequence Messrs Adrian & Co. commenced a suit, after that arrangement had been entered into to sell the Mill for $5.500. This agreement to settle their differences by arbitration was made. they having lost the original written agreement made

made. The matter under arbitration was what portion of the purchase money should belong respectively to Lake & McCaslin. The action at law was to compel Mr Lake to carry out the agreement made for the sale of the Mill by Adrian & Co. to the Japanese. The order was made to the arbitrators to defer any decision as to the relative shares of the purchase money until the agreement for the removal and sale of the mill was carried out and the money realised. Plaintiff offers in evidence written petition with its endorsements by Adrian & Co on which the cause was founded (Exhibit No 2)
No 2 agreement No 1 was left in my office for safe Keeping the day of the date I considered the Arbitration to be under my direction and consider that it was so understood by the parties. The order to the Umpire to suspend proceedings is not noted in my Court Record Book. Witness read letter dated Nov 17th from his Consular Letter Book which Plaintiff filed -
No 3 (Exhibit No 3) Counsel for Plaintiff calls attention to the fact that there appears to be an alteration in the original Numbers of the letters in the book, Witness stated. Miscellaneous letters are copied in one book and departmental ones in another. Counsel for Plaintiff read letter Nov 18th (Exhibit No 4) this is
No 4 the order to the Umpire to suspend proceedings already referred to. Fogg & Co. claimed that they owned one third of the Mill and on this application the order was founded in connection with what has been already stated. No application for this order was made to me in writing to the best of my memory. I considered that I had authority to issue this order without formal application in writing in the form in which I did it. The object being to facilitate the settlement of the dispute and protect the rights of all parties. The parties had been before me with reference to the arbitration, and I in my capacity as Consul was endeavoring to arrange the difficulty between them. I consider that I have a right as Consul to issue an order such as the one referred to I consider that my position as Consul and the general powers given me as such authorize me to give such order. But I cannot point to any specific instruction to that effect, except the one instructing me to use my influence to have difficulties settled out of court if possible in an amicable manner to prevent litigation. I have already stated that no formal written application

application was made to me for this order to the best of my memory. Exhibit No 3 shows that I had received a letter from Mr Twombly which is still on the files in the office. By the term "withholding the award" I intended to postpone the award until this dispute between Adrian & Co. and Mr Lake was settled and until Mr Twombley's claim was investigated. I do not recollect the date at which the Mill was sold by McCaslin. Mr McCaslin informed me that he had sold the Mill and Mr Lake afterwards told me he had assented to it. I do not recollect when Mr Lake told me he had assented to the sale. Mr Lake assented to this sale verbally in my presence and when the Mill was being removed he came to me and said he thought they were trying to get the better of him. I told him that his interests could not be jeopardised under the circumstances that he was dealing with an honorable house, and with a gentleman who I was sure would not under any circumstances take advantage of him, but that as he seemed to feel uneasy about the matter I would send my Marshal to the Mill to tell the persons who were in charge of the removal of it to stop for the present until his mind should be satisfied in regard to it and advised him to go immediately to Mr Schiff the head of Adrian & Co. and come to some difinite satisfactory arrangement about it. He was satisfied with this. I sent the Marshal immediately to stop the removal and Mr Lake went immediately to Mr Schiff.

The Marshal went to the agent of Mr Schiff who was removing the Mill and told him from me to proceed no further with the removal until he should hear further from me, and he stopped. Mr Lake in the meantime proceeded to Mr Schiff and made an arrangement with him and after the interview he returned to my office and expressed himself perfectly satisfied that the Mill should be removed, that he had assurances from Mr Schiff of Adrian & Co. which were satisfactory to him. I then had the agent who was in charge of the removal of the Mill informed that he could continue removing it which he commenced to do. Either the next day or the day afterwards Mr Lake took another suspicion in his mind that something was wrong, took the key of the Mill away from the

the person who was in charge of the removal, without consulting me at all and declined to have the removal continue. I was informed of this by Adrian & Co. and told Mr Lake that he had done wrong in stopping the removal and that he laid himself open to an action for damages for the illegal course he was pursuing. He persistently continued in the same course and then Mr Schiff commenced the suit. Witness produced and read a letter dated 15th april 1869 from Adrian & Co. to G.W. Lake & Co given to him in
105 evidence in the suit Adrian vs Lake which is filed as exhibit No 5
I recollect distinctly the circumstances of the conversation with Mr Lake I think the conversation took place in the forenoon. I do not recollect the time distinctly but think both conversations took place during the forenoon. I do not recollect whether I sent the order Nov 17 directly after this interview. I do not recollect whether I sent the same day or not. I presume that I informed Mr Lake that I was going to stop the arbitration. but I do not recollect. I do not recollect that I said anything to suggest to him that the arbitration would be stopped. I had not then issued the order. That's my impression. I think that the first knowledge I had of any of these disputes was in april & May 1869. I had not the slightest pecuniary interest in the Mill nor in anything connected with it. The letter of Mr Crombley already referred to was the first knowledge I had of the dispute? but Mr Crombley may have spoken to me before. but it must have been a very short time before. either the same day or the preceding one. The application was made by Mr Crombley on account of his firm N. Fogg & Co. I believe. I do not know the names of the partners in that firm. I do not recollect of any previous business with Mr Lake about the mill. but he may have consulted me previously, and in fact I believe that I suggested to Mr Lake to settle the disputes by arbitration. Plaintiff produces a letter dated Nov. 25th 1868
106 No 146 from witness to G.W. Lake which is filed as Exhibit No 6. I do not recollect whether the Mr Fobes referred to in the letter was at that time in business as a merchant in Nagasaki for himself or acting as agent for Fogg & Co. or he may have been acting as attorney for Mr Caslin I do not

not recollect. I do not recollect whether Mr Fobes either as agent for anybody or for himself ever informed me that he had a claim on the Mill, but it is evident by the letter produced that he must have done so.

In writing No 6 I may have referred to Fogg & Co. or McCaslin I believe that Fogg & Co were interested in that mill as part owners. and I hold the letter in which Lake stated to McCaslin that he admitted that Fogg's claim was "no good" as he expressed it except for one third. Letter produced by witness from Gfr. Lake to R J. McCaslin dated 27th July 1869. I do not recollect whether this was the first I knew of Fogg & Co's claim or whether Fobes acted for Twombley or not. Mr McCaslin was a resident of Shanghae and only visited Nagasaki occasionally. I do not recollect what effect was produced by my order, nor do I remember the case until it was brought before me in the following spring. This order was issued by me in my capacity of Consul, I have not the slightest recollection of anything that took place in this matter until it was renewed in the following spring. I do not recollect whether the parties referred to in the letter were informed of anything afterwards I had reasons to believe that Mr Lake was a part owner of the Mill and in possession of it. The final award of the arbitrators is dated 27 May 1869 Witness produced the original award which is filed as Exhibit No 7 signed by the two arbitrators and not by the Umpire and explained as follows - that the original agreement between Lake and McCaslin having been discovered during the award. witness suggested to the two original arbitrators that they should take said agreement for their basis, when there appeared to be no difficulty in deciding the matter. The arbitrators did this and concurred in the award produced. This award was filed in my Consulate. I had instructed them to do so and I purposed seeing the award duly executed. as soon as the award was made known to me and when the money was paid. I directed the sum of $2971.57 to be paid to Mr Lake and the balance to be retained until he heard further from me, pending the adjustment of Messrs Fogg & Co's claim which had been at that time filed in the Consulate. The balance referred to is the balance

referred

referred to in the award. The date of the order to Mr Schiff was about the 15th July 1869 on which date the money was received in Nagasaki as informed by Mr Schiff. The money was retained for some months and was paid in accordance with the award subject to the payment of a sum of money by Lake to Fogg & Co which had been found to be due to them by agreement between Lake & Co and themselves according to my advice to settle the money out of court.
Witness produced the claim filed by Messrs Fogg & Co against the mill. I received this claim from Messrs Fogg & Co. The claim produced is filed as
No 8 Exhibit No 8 This claim was never adjudicated upon I do not recollect on what day I received it, but it must have been some time after the trial of the other action. I have not on file a copy of the order to Adrian & Co stopping the money provisionally. As Mr Schiff was Consul for Denmark I did not address him an official order but merely wrote him a request as from one colleague to another to retain the money until he heard further from me. Witness produced Consular Record Book Page 352 and reads judgment pronounced in the case of Adrian vs Lake for $400.
No 9 specific performance of the contract and costs $84-55- filed as Exhibit No 9
This judgment has been satisfied, but there is no record of the same, otherwise than the statement in the Book. The sums were paid by Mr Lake. The portion of the judgment as to giving up the keys was not complied with by Mr Lake neither were the amounts adjudged paid by him — to the best of my recollection until after he had been imprisoned for contempt of Court. The judgment was delivered in the presence of Mr Lake, and he was verbally ordered to comply with it, but no decree or writ was issued in pursuance of it I was made acquainted that the judgment had not been complied with by an affidavit of Adrian & Co. This affidavit is in the record of part of the proceedings against Mr Lake for contempt of Court Mr Lake in addition to the sums for which the judgment was given was afterwards fined $50. each in two cases of Contempt of Court the costs in each case amounting to $15. total $65. in each case. Mr Schiff called on me to consult me. and I told him that if Mr Lake persistently refused to carry out the contract, the only way to compel him to do so was by a suit in

Court

Court. and I also wrote to Mr Lake warning him that he was laying himself open to an action for damages. I have no copy of the contract referred to. as I believe that it was more verbal than written.. Witness produced copy of a letter written by R.J. McCaslin to G.W.Lake and signed by Adrian &c. filed as Exhibit No 10 Ext
This letter was the one to which Mr Lake expressed his assent in my presence and on which assent they commenced to remove the Mill. This and Exhibit Nos are I believe the only written evidences of the agreement as to the sale of the Mill. Plaintiff produced letter from Mr Mangum to Mr Lake directing him not to interfere in stopping the removal of the Mill. Dated 17th April 1869 filed as Exhibit No 11 Ext

To the Court I ask for production of the letter from Mr G.W. Lake to Mr McCaslin dated 27th July 1869 admitting the indebtedness to Fogg &Co (Exhibit No 12) Ext
There were to be two Arbitrators chosen on the award. and in the event of their disagreement an Umpire was to be appointed. This Umpire had been chosen on the original disagreement. The Umpire complied with my instructions and did not render any decision. Subsequently the original written agreement was discovered and the arbitrators then proceeded to an award. which they did without any difficulty, and which has been produced. The Umpire chosen never rendered any decision that I heard of. There was not any Mortgage or lien registered in the Consulate except as to the supposed owners.

Johannes Brunner called and sworn Testifies as follows. I recollect the case in which I agreed to act with Mr Smith as Arbitrators in the dispute between Mr Lake & Mr McCaslin. The Umpire chosen was Mr John Maltby. I cannot recollect the day on which we found that we could not agree but it was shortly after we were appointed. I do not recollect the amount of difference between our opinions as to what each party ought to have. The two arbitrators and the Umpire never met together to confer. The principal differences were caused by Mr Lake claiming interest to down rent &c to which I would not give in after the difference the Umpire did nothing as he was requested by Mr Mangum not to proceed further as Fogg &Co claim was put in. I do not know that he did anything.

To defendant ~

To Defendant. The amount first proposed to be awarded by the arbitrators was the same as that finally agreed upon. after seeing the original agreement. The other Arbitrator agreed to this first proposal.
There was no difficulty in coming to an agreement after Capt. Smith saw the original agreement

signed Johs. Bruinier

Norman Schiff called and sworn testifies as follows.

The first that happened was that Mr M Caslin sold me the Mill which was put up in the Compound of Lake & Co. when I went round to show the Mill to the Japanese. Lake always gave the Keys to let me show the Mill to the Japanese. when we had settled the bargain I sent an Engineer to the place where the Mill was to have the peices of the Engine numbered before they were taken away and at the same time engaged a ship to carry the machinery to its place of destination. When the Engineer commenced to take down the Engine he was stopped by Mr Lake from further taking down the Machinery and I went to Mr Mangum his Consul to complain about it Mr Mangum told me at that time that he would send for Mr Lake to advise him to let me take away the Machinery without further delay after several days not being able to go on with the work of taking down the Mill. I sued Lake in the American Consulate for damages and for fulfillment of agreement - Mr Lake expressed himself perfectly satisfied with agreement made between M Caslin & Myself for the sale of the Mill. gave his consent to its removal and said he would go and see Mr Mangum about it and so expressed himself in my presence. He gave up the Key to my agent in pursuance of this agreement and my agent commenced to remove the Mill, I do not recollect how many days intervened between his expressing himself satisfied with my statement & the stoppage of the removal of the Mill The Machine was to be delivered over at Osaca before the money was to be paid and remitted to Nagasaki

signed N. Schiff

The Court stands adjourned until Friday the 15th inst. at 10 o'clock P.m

Action No 2

The Court on motion of Plaintiffs Counsel and the consent of Deft ordered that all evidence adduced on the previous trial be considered as applicable to the present one so far as it may be of use or desired by the parties.

A. P. Mangum called and sworn testifies as follows

I saw the original agreement between the parties upon which the award was afterwards decided. Witness produces the original agreement between G.W. Lake & Co. and R. J. McCaslin filed as (Exhibit No 13) not dated but acknowledged by both parties. This contract was not known of or produced in evidence in the trial Adrian vs Lake. When the Arbitration was signed before me, the parties stated that the original contract could not be found. I do not recollect when Mr Lake placed his a/cs in my hands but they were all handed to me. I do not recollect whether it was before or after Fogg & Co's claims I have no evidence by which I can tell why Fogg & Co's claim made a stronger remembrance on me than Mr Lake's. I cannot say why but I think it was about the time of the dispute about the Mill that Fogg & Co's. papers came before me and therefore they made a stronger impression on my mind. I suppose Mr Lake handed the a/cs to me to show how they stood. I presume he came to consult me in regard to the matter. These a/cs of G.W. Lake & Co. with respect to the Flour Mill were produced by witness & filed as exhibet No 14. My advice to Mr Lake after he put his claims in my hands always was to settle the matter amicably by arbitration. as without the original agreement I could not understand what were his and McCaslins respective claims. I wrote the letter of Nov 1868 because Mr Fobes informed me that other parties had claims on the Mill and it was done to protect their interests as Mr Fobes said that Mr Lake was going to sell the Mill. my sole object in writing the letter and stopping the Arbitration was to protect the claims of third parties whom Mr Fobes represented as having an interest in the mill. I have not Mr Fobes' letter

letter here, it is on file at the Consulate. Counsel for Plaintiff produces
copy of letter from G.W. Lake to W.P. Mangum dated 16th April 1869,
15 filed as (Exhibit No 15) I do not recollect replying to that letter.
Witness produces answer of Mr Lake in suit of Adrian vs Lake filed as
16 Exhibit No 16 I was in my office daily & when I was out my Marshal was
generally there. The endorsement of the date of filing is in Mr Dent's writing
I saw it on the day that I had ordered him to file it, but it was not then
filed. He brought the answer to me & I read it and told him that it was not a
proper answer & that he had many things in it which were improper in an
answer and I told him that it would put in better shape to bring them in, in
his statement. I told him that as he had appeared with his answer he had
saved himself from default & that I would extend the time to enable him to
put his answer in proper form. He then left me and he said he would do so. & I
supposed he went away for that purpose. He did not however do so. after a few
days he brought it back again in the same shape. I again explained the matter
to him & repeated my advice. But the third time he returned with it and said
he could not do it any better. and I told him that as he could get no one to
help him to take my advice & put it in better form. I would file it and did
so. after having this first conversation with Mr Lake he expressed himself
satisfied and went away. He offered to make his oath to the answer when
he came first. The conversation was not a long one, but was earnest on my
part. as I meant what I said. I do not recollect saying a word to him about
giving up the Key, but spoke simply about the answer. I can't say, but I
don't think it probable that I did so. Witness produces order of W.P. Mangum
17 on Lake to file an answer in Adrian's case (filed as Exhibit No 17 Plaintiff
offers letter from G.W. Lake to W.P. Mangum dated 7th May 1869 (filed as
18 Exhibit No 18) I do not recollect that I made any special effort to settle the suit
out of Court. after the petition was filed, as I found that he would not listen to
reason. I had explained the matter before this but he would not take my advice
but persisted in his headstrong course. I did not order him out of the office
when he filed his answer, but when he brought me the letter. This letter was in
answer to my note. I think he brought it the day it was written and the

answer

answer was filed the next day. I think he did not leave the answer when he brought the letter. I cannot swear that it was filed on the 6th but I believe it was so irrespective of the date. I think the letter and answer were not delivered at the same time I only ordered Mr Lake out of the office when he attempted to force the letter upon me, and my impression is that it was the day before the answer was filed. Mr Lake did not to the best of my recollection offer to pay the judgment in the Adrian case if I would allow the arbitration to go on. nor plead with me to that effect. I have no recollection of his pushing the matter of allowing the arbitration to proceed. specially at any time. I have no memo. of the date when the judgment was satisfied & I do not recollect when it was paid. Unless the Marshal knows, I do not know any one who could furnish that date. I think it was after the imprisonment. I think it was after the imprisonment as he only agreed to part of the judgment & refused to satisfy the rest of it. Witness produces the writ of commitment by which he was imprisoned (filed as Exhibit No 19) He was ordered to obey the judgment of the Court. that was the order. Mr Lake did not to the best of my recollection tender me the keys of the Mill in Court I do not think he offered me the keys if I would give him a receipt for them. The judgment was to deliver to Adrian & Co. or who ever they might send for them. Mr Lake was informed by other means than the judgment to whom to deliver the keys as when he was first arraigned before me for contempt, I told him that Messrs Adrian & Co were the persons who would demand the keys from him. previous to that Mr Lake was only informed by the judgment itself. Mr Lake was brought before me by an attachment to the Marshal to bring him before my court. Witness produces writ of attachment of Mr Lake for contempt. (Exhibit No 20) I recollect perfectly the circumstances of that day. Witness produces copy of Court Docket containing proceedings of the arraignment for contempt (Exhibit No 21) and original affidavit of Ferdinand Plate informing me that Mr Lake had refused to comply with the order of the Court (Exhibit No 22) The money for the satisfaction of the judgment was paid into Court to the Marshal. These papers are the complete record of the commitment. No testimony was offered or taken on either side except that affidavit. after this Mr Lake was sent to

to fail for 24 hours and the fine collected. Mr Plate went to him again and demanded the Keys and Mr Lake swore that he would not give them up and the same proceedings were again gone through and Mr Lake committed a second time. I then issued a search warrant and put it in the hands of the Marshal to find the key. but he could not do so. and he went to Mr Lake in prison, and asked him where it was. The Marshal brought me the Key and I handed it over to Messrs Adrian & Co. The second proceedings for contempt were precisely similar to those in the first case. Witness produces search warrant filed as Exhibit No 23. The record order of commitment is dated 15th May 1869 The first time I ever saw the Key was when it was brought to me by Mr Dent under the search warrant, but on reflection I think he did not give the Key to me but handed it to Mr Plate. We had no special code of proceedings at that time but we followed the rules and regulations of the State Department and also the code of rules adopted in China. Under these rules I think that a Plaintiff who recovered judgment could get execution in 24 hours or by 3 o'clock next day. I think that rule is in the Code of rules for China (Burlingame's rules) There was no execution sued out on that judgment. When the judgment directed a specific act to be performed. I should say that if no execution issued, an order committing him for contempt of Court was the proper mode. The Record Book produced is a full record of the proceedings in my court before the new regulations were adopted. I have read the decrees published by the Commissioners for China I have taken the oath required by those regulations. it is filed in the Court, it was administered by Mr Walsh. I never received the protest of Plaintiff produced, but Mr G.W. Lake applied in court for an appeal but I explained to him that as the assessors unanimously agreed with the Court. that under the the laws there was no appeal. I have a slight recollection since reading the above that Edward Lake did say something to me about delivering up the Keys, but I am not positive. Counsel for Plaintiff produces letter from G.W. Lake to W.P. Mangum dated 15th June 1869 (Exhibit No 24) after reading Mr Plate's affidavit to Mr Lake I told him that I should decline to hear him, but should commit him on those grounds I refused when Mr Lake acknowledged refusing to give up the Keys to hear anything further from him but committed him for contempt of Court —

Plaintiffs Counsel now offers to prove by this witness and others the particulars of the making the order of Deportation. and those of a certain suit brought against Mr Lake for Bastardy. all being of recent date. several months posterior to the proceedings for imprisoning Mr Lake for contempt. for the purpose of proving malice on Defendant Managum's part when enducting these contempt proceedings

The Court holds that evidence of malice existing at a subsequent period of time, must of a consequence be secondary and of the fullest nature to establish malice at a prior date and in the judgment of the Court, can only be allowed as corroborative testimony in support of direct and positive evidence in proof of malice existing at such prior date. There being no such primary or positive evidence in this case. the Court holds the evidence offered to be inadmissable for any purpose

Defendant excepts

To the Court

Mr Lake was present when the judgment in Adrians case was given. and I read the verdict to him in open court, and directed him to obey it.

Lewis M. Dent called and sworn. testifies as follows

I recollect the fact of going to the Mill with Mr Lake to stop the work. but not the date. I went to stop the work of taking the mill away. I went by Mr Managum's order to do so I found that Mr Wignall was in charge of the place & found him there. I told Mr Wignall that Mr Managum had sent me to him to request him to stop the shipment of the Mill for the time being. Mr Wignall gave me the key and I locked the door and gave the key to Mr Lake. I think I was not in the Consulate when Mr Lake came to file his answer. I do not recollect being there. I arrested Mr Lake under these warrants. I do not recollect the date, but I remember arresting him. I went to his house and read the warrant to him. he went with me to the Consulate. and the Consul read to him the Documents on which he arraigned him. viz his disobedience to the verdict and committed him to jail. giving me a warrant to do. That is all I recollect that occurred

Mr Lake did not offer to give up the key to the Consul on his giving him a

a receipt for it, to the best of my recollection, but he refused several times in my presence to give up the Mill. I cannot say whether this was at the Consulate I arrested him twice. Counsel for Plaintiff produces the witness' receipts (filed
6 & 27 as Exhibits Nos 25. 26 & 27) for monies received from Edwd Lake. I was present at the trial of Adrian vs Lake. Mr Lake was not to my knowledge ordered out of the Court room during the trial, nor was he to my knowledge ordered out before the trial. I think I was not present when the answer was brought to the Consulate to be filed. I was out at the time and on my return Mr Mangum gave it to me to file. I never saw any difficulty or high words between Mr Lake & Mr Mangum about this time. I do not know of any. The prison in which Mr Lake was placed was about 8 ft by 5 ft and about 6½ feet in height, as near as I can recollect. for a Japanese jail it was cleanly and comfortable being for Europeans and not the same as the Japanese prisoners were placed in.

To Defendant Mr Lake once said in my presence to Lt Williams in his own house, that he "Knew that he was wrong & foolish about this, but he would see it through. and Ned (his brother) wanted to see it through" He said it good temperedly. I never saw any thing wrong in Mr Mangums conduct to Mr Lake. I never saw you act otherwise than kindly to him, when he came about his difficulties to the Consulate, but I heard very little as he always went into your room

Counsel for Plaintiff handed in to the Court a memo of his authorities on the legal question

Action No 3 called for trial is submitted upon the introduction of a copy of the dispatch written by W.P. Mangum to the asst Secy of
28 State of the United States (filed as Exhibit No 28) and copy of letter from the asst. Secy of State to Benj F. Butler and other persons with endorsements
29 (filed as Exhibit No 29)

The Court stands adjourned until Tuesday morning the 19th inst. at 10 oclock A.M.

U.S. Legation Japan

With Despatch 260

No 30

Copy of Notes of panel testimony taken at the trial

G. W. Lake.

v

Willie P. Mangum

Action No 1, 2 & 3

Depositions

of

Witnesses

Filed Dec 17th 1871

(signed)

C. E. DeLong

Enclosure
With dispatch No 260

U.S. Legation Japan

No 31

Opinions
& Judgments. in the
Hiogo cases

Law Reports.

MINISTERIAL COURT IN AND FOR THE EMPIRE OF JAPAN.

GEORGE WILKINS LAKE, *Plaintiff*, *versus* WILLIS P. MANGUM and L. M. DENT, *Defendants*. } Action for false imprisonment, amount of damages claimed $5,000.

STATEMENT OF CASE.

The petition in this action charges the Defendants with having arrested and imprisoned this Plaintiff on two different occasions for the period of twenty-four hours each time, and causing him the Plaintiff to expend the sum of one hundred and thirty-one dollars.

That said imprisonment was unlawful and done with the intention to damage this Plaintiff, and that by it he was caused loss and damage in the sum of Five Thousand Dollars.

Defendant Mangum separately answering admits that at the various times and in the place specified in the Petition, he as U. S. Consul, acting judicially did authorize and direct Plaintiff's imprisonment, but denies that his action was wrongful or unlawful or done with any intention to cause this Plaintiff damage or injury, but on the contrary avers that such action was taken by him in the enforcement of the judgments of his Court wherein Plaintiff was adjudged to be guilty of a contempt of Court, and sentenced to pay a fine and be imprisoned.

Defendant Dent in his answer also denies that his acts in the premises were unlawful or malicious; admitting that he arrested and imprisoned Plaintiff, but averring that he did so as an officer of the Consulate Court in obedience to the lawful process of that Court so directing and addressed to him.

Both Defendants deny that Plaintiff sustained the loss or damage claimed by him or any loss or damage.

OPINION.

From the evidence adduced in this and the previous case it appears that the judgment of the Consular Court at Nagasaki, wherein Adrian & Co. were Plaintiffs and G. W. Lake was Defendant, directed the payment by Defendant to Plaintiffs of the sum of Four Hundred Dollars damages, and also directed the Defendant to deliver up the keys of the Flour Mill and permit its delivery by Adrian & Co. to the Assignees. This judgment of the Court was at the time of its rendition read to Mr. Lake and evidently fully understood by him; at the same time the Consul directed the Plaintiff to obey it, which direction, he Lake refused to comply with, as was shown to the Court by affidavit denied by this Plaintiff. An attachment was issued directing that Mr. Lake should be arrested and brought before the Court to show cause if any he could, why he should not be punished for contempt in refusing to yield obedience to the judgment.

When the the plaintiff appeared before the Court, he failed to show any sufficient reason for his action and he was sentenced to pay a fine of fifty dollars and cost amounting to the sum of fifteen dollars and fifty cents more and be imprisoned for a period of twenty four hours.

A commitment was issued accordingly and executed by defendant Dent, Acting U. S. Marshal, who imprisoned plaintiff and collected the fine as directed by the writ.

After his plaintiff's discharge from imprisonment under this first sentence it was again proven to the Court that he still remained contumacious as he still refused to yield obedience to the judgment whereupon he was again fined and imprisoned as before, and search warrant had to be issued by the Court before the keys to the mill could be obtained and the delivery of it proceeded with.

No evidence has been offered in this action tending to prove any fraud or irregularity in the judgment obtained by Messrs. Adrian & Co. against this plaintiff in the Consular Court. This fact with the farther one that it is a rule of law that all judgments of Courts having jurisdiction are to be presumed to be regular until the contrary is proven limits the matter to be considered in this action to the question of the regularity and legality of the proceedings taken by this defendant in enforcing the judgment by punishing plaintiff for contempt.

It is a well settled rule of law that all Courts in the performance of their lawful functions as incident to their judicial character, have the authority to preserve order decency and silence in their presence and to enforce a reasonable degree of obedience to their mandates and decrees. By statute in most of the states contempt of Court is defined to be disobedience to or resistance of a lawful order of a Court or Judge. In California it has been decided that "if a Court having jurisdiction should issue an erroneous order a disobedience of it is a contempt." Ex parte Cohen 5th Cali. 494.

The reason for the stringency of these rules is manifest vis to discurriage resistance of a personal nature to judgments and orders such as this plaintiff offered in this instance.

The jurisdiction of the Consular Court over Mr. Lake and the property at the time these proceedings were had stands unchallenged; Mr. Lake admitted it by appearing the Court defending the action; and thus seeking from it a judgment at its hands in his favour which failing to obtain he refused to obey when adverse to his wishes. It certainly needs no argument to convince any person that he Lake was bound by that judgment and that the Court by summary proceedings could compel obedience on his part.

The Course pursued by [illegible] Mangum and [illegible] of the Consular Court in attaching Mr. Lake for disobedience and punishing him for his contempt was in accordance with the practice generally so far as known in this Court throughout the United States the punishment inflicted does not seem to have been at all excessive and in the second instance was unusually moderate.

At the time these proceedings were held no rules or regulations had ever been adopted in Japan governing the practice in Consular Courts of the United States. The defendant Mr. Mangum was left as other Consuls were to follow the dictates of his own judgment and governed by a sense of justice and a general knowledge of the practice governing Courts elsewhere in similar cases. It would be manifest injustice to this Court below in reviewing its proceedings in such a case as this to hold it to strict conformity with subsequently adopted regulations. The proper course in the judgment of this Court is to affirm the action of the Court below if from the whole evidence it appears first that the Court had jurisdiction and next that it administered substantial

From all the evidence it does conclusively appear that defendant Mangum in these proceedings and in all of his proceedings in relation to this Mill property was acting in the best of faith with an honest purpose to secure the rights of the claimants to it; and that his labor's resulted in securing substantial justice to all.

The Court has therefore no hesitation in finding the action of defendant Mangum in causing the arrest and punishment of this plaintiff for his disobedience to have been fully justified.

As defendent Dent acted under regularly issued warrants from a properly constituted Court having jurisdiction he is clearly exonerated from all liability to this plaintiff.

Counsel for plaintiff in his argument of this cause strongly animadverted upon the conduct of Mr. Mangum as having been partial to Fogg & Co, to Adrian & Co., and to all others in interest except to this plaintiff thereby seeking to show malice and ill will on the part of Mr. Mangum to this plaintiff. This Court is unable to observe any sufficient evidence of any such feeling nor does it consider that the record at all warrants this accusation. When this plaintiff wished the delivery of the mill to be stopped until he should be secured in his rights and applied to Mr. Mangum for assistance it was at once accorded and the delivery was not allowed to proceed until Mr. Lake notified Mr. Mangum that such security had been given and that he was satisfied with it. After that it was the duty of Mr. Mangum to compel him Lake to cease his interference and and allow the delivery to proceed that the rights of the other parties might be secured. Counsel also complains of Mr. Mangum's conduct in not attaching the mill when requested to do so by Mr. Lake. Counsel will remember that by no known law's an attachments is allowed for debts already secured. Mr. Lake's debt was then secured by the property being put in the hand's of Adrian & Co as trustees for the benefit of himself and all others to await the decision of the Arbitrator.

From all of the evidence, this Court is fully satisfied that all damage sustained by this plaintiff was caused by his own perverseness, his remark made in the presence of Mr. Dent and testified to by him to wit. "I know I am wrong and foolish about this but I will see it through." "Ned (his brother) wants me to," reveals very truthfully where the malice in this matter existed.

JUDGMENT.

It is hereby *ordered adjudged* and *decreed* that plaintiff take nothing by this action that the same be dismissed, and that these defendants have and recover of and from this plaintiff their proper costs and charges in this behalf expended and taxed at the sum of
Dollars and that execution issue therefor done at Yokohama, this the 19th day of December, A. D. 1871.

C. E. DE LONG,
Envoy Extraordinary and Minister [illegible] the U. S. of America in Japan.

U. S. MINISTERIAL COURT IN AND FOR THE EMPIRE OF JAPAN.

GEORGE WILKINS LAKE, *Plaintiff*, } Action No. 1 for the
v. versus } recovery of damages
WILLIS B. MANGUM, *Defendant*. } in the sum of $1,500

STATEMENT OF THE CASE.

In this action the Plaintiff charges that in month of the April, 1869, one McCaslin and himself entered into an agreement to refer certain differences then existing between them respecting their ownship in a certain Flouring Mill situated at Nagasaki in Japan, to Messrs. J. U. Smith and Johannes Brunier as Arbitrators: empowering them (in the event of their being unable to agree) to select a third person to act with them as an Umpire.

That said Arbitrators were unable to agree and did select one John Maltby to act as such Umpire.

That whilst this arbitration was proceeding and before any award had been made this defendant wilfully and maliciously; and with the intent to injure this plaintiff; did, as U. S. Consul at Nagasaki, interfere with and prevent an award being made by these Arbitrators by wrongfully and unlawfully issuing an order to said Umpire directing him to withhold giving an award which order was obeyed and thus for a long time the award was delayed, the plaintiff kept out of his money; and further that this action caused him the Plaintiff to be sued in Consular Court; Whereby the Plaintiff was caused damage and loss in the sum of Fifteen Hundred Dollars.

The answer of defendant Mangum admits the making of the order complained of &c., but denies that this action was wrongful or malicious or that plaintiff was thereby caused any loss or damage whatever.

OPINION.

From the evidence adduced in this action it appears that this petitioner and McCaslin were the joint owners and tenants in common of a flouring mill, purchased in Shanghai, brought to Nagasaki, and there erected on land belonging to and in the possession of the Plaintiff.

That this mill was conducted for some time by this plaintiff when some trouble and misunderstanding arose between McCaslin and himself about its business, and also regarding the amount of their respective interests in the mill itself.

Some talk about commencing legal proceedings was indulged in by the parties, bnt at the instance of this defendant the agreement to submit their differences to arbitration was entered into. Under this agreement the plaintiff selected Mr. Smith as his arbitrator, and McCaslin chose Mr. Brunier, who being at first unable to agree, selected Mr. Maltby as umpire. The reason why these arbitrators could not at first agree it appears was because a certain written agreement entered into beween McCaslin and Lake governing their partnership relations had been lost or mislaid, and for a time could not be produced. The date of the agreement to submit to an arbitration is April 7th, 1869; it bears the signature of both Lake and McCaslin, and also of this defendant Mangum as a witness thereto. It fairly appears that this was not only entered into by the advice of defendant Mangum but that it was the understanding and intention of all parties that the whole proceeding should be under the general jurisdiction and control of the Consul. This is shown by the fact that the agreement was lodged with him and applications were made to him from time to time by this plaintiff as well as others in the interest for his official assistance and instruction.

In November 1868 this defendant addressed a note to this plaintiff directing him not to sell or remove the mill until certain parties who claimed to be interested in it could be communicated with. In explanation of this action on his part the defendant testifies that he did this because he had been advised of a claim made by H. Fogg & Co. of Shanghai to an interest in the property. It may well be questioned whether upon mere information of such a nature this defendant had any authority to take such action, giving it the force of an order; but this is a matter immaterial now to consider, inasmuch as it is not assigned in the Petition, nor was it proven during the trial that this action of defendant caused the plaintiff any loss or damage, or in fact that this plaintiff paid any attention to the direction at all; but on the contrary it seems that he did not, as on the same day that he entered into the agreement for an arbitration he authorised McCaslin to sell the mill which McCaslin at once did, through the house of Adrian & Co, at Nagasaki, for the sum of five thousand five hundred Dollars, payable when delivered at Osaka by Messrs. Adrian & Co. The proceeds derived from the sale to be held by Messrs. Adrian & Co. in trust for Lake and McCaslin, to be paid by them as directed by the agreement to be rendered by the arbitrators. This sale and arrangement as to the delivery of the mill and disbursement of the proceeds this plaintiff notified this defendant Mangum about and advised him that he had assented thereto.

On the 15th of April following this, the defendant addressed a note to Maltby, the umpire, informing him "that H. Fogg & Co., of Shanghai, having declared to me that they have an interest in this mill also; it is necessary that you withhold giving any award until you receive further instructions from me on the subject. The making of this order by defendant, is the subject of plaintiff's complaint in this action, and hence it deserves special consideration.

[illegible] had any effect at all upon Maltby in preventing [illegible] deciding the case is not proven except by the evidence of defendant Mangum, who testifies that Maltby delayed it, that is that he did not render any decision [illegible] as a portion of [illegible] to [illegible] decision would have been if he had rendered [illegible] certainly as fairly presumable that his decision would have been unfavourable to plaintiff as it is that it would have been favourable; hence this action of this defendant may have been beneficial to plaintiff instead of injurious. It seems to be clear that [illegible] proceeding was by the parties or the law placed under the supervision and control of this defendant that he had a perfect right to stay this action temporarily for any reason that seemed to him to be a sufficient one. If [illegible] contrary he had no such legal jurisdiction over the [illegible] to the Umpire was without any legal force or binding effect, and the Umpire remained as fully authorised to proceed as if no such note had been written. That this plaintiff as well as all others in interest considered the matter as being under the immediate supervision of Mr. Mangum, is plainly shown by the fact that after this sale was made and whilst Adrian & Co. were proceeding to remove the mill, he, Lake, becoming alarmed lest his interests might suffer, went at once to this defendant, and solicited him to interfere to prevent its removal until he, Lake, should be further secured. Acting at once upon this request, this defendant Mangum directed Adrian & Co. to desist from removing the mill until further ordered by him. Messrs Adrian & Co. did desist and immediately, that is on the 15th day of April, executed and delivered to Mr. Lake, their written promise to hold the proceeds arising from the sale of the mill subject to the award to be made by the arbitrators. This written assurance Mr. Lake at once exhibited to Mr. Mangum and announced his complete satisfaction with it, whereupon Mr. Mangum authorized Adrain & Co. to proceed with the removal of the mill. It is certainly not very consistent for this plaintiff to insist upon the position that this defendant had no rightful charge of or jurisdiction over this property, or over the arbitrators, when on the very day that the order to the umpire was made by this defendant of which in this action plaintiff now so strongly complains, he was himself seeking this defendant's intervention in the same business and profiting by it.

On the 17th of April only two days after the last matters mentioned it was reported to Mr. Mangum, that Mr. Lake was interfering with, and preventing the delivery of the Mill whereupon he Mangum addressed a note to Mr. Lake advising him that Adrian & Co. had preferred such a complaint, that if he was so doing he was violating his agreement, and directing him to desist or otherwise he would be liable to an action for damages.

This instruction Mr. Lake seems to have entirely disregarded and on the 24th of April; Adrian & Co. brought an action against him for damages and to compel him to perform his agreement with reference to the removal of the mill. This action was tried on the 12th of May, and resulted in a judgment being rendered against Mr. Lake for damages in the sum of four hundred dollars and directing him to allow the removal of the mill to proceed. In the conduct of [illegible] this defendant was associated with three American residents of Nagasaki drawn as Assessors all of whom joined with Mr. Mangum in the judgment. This was the only action that was commenced against this plaintiff about this property and I am unable to find in all of the testimony any tending to show that Mr. Mangum's order to the Umpire directing him to delay making an away had any effect whatever in inducing the commencement of this action or in any manner affecting its result.

The claim of H. Fogg & Co. mentioned by their agents to Mr. Mangum in the fall of 1868 and which caused him to instruct Mr. Lake not to sell the Mill until claimants against it could be heard from was formally presented to him and filed on the 11th day of May. If proved to be a claim to the ownship of an interest of one third part of the Mill. This claim the plaintiff settled privately and voluntarily. In a letter written by Lake to McCaslin of date July 27th 1869, in speaking of this Fogg claim he says: "As I said before the arbitration agreement was to be final and it is decided now what is to be done. Mr. Twombley's claim, (the Fogg claim) is no good only for one third; your third will stand good for all that you can see &c." Thus it is proven that there was just ground for the demand that Mr. Mangum was endeavouring to have investigated before allowing this Mill to be sold and removed.

Relative to the farther proceedings and final action of the arbitrators, it is proven that on the 27th of May, 1869, the two original arbitrators, Smith and Brunier agreed upon and made an award which was filed in the Consulate and fully and promptly enforced. In making this award Mr. Maltby the umpire did not join as it was not necessary for him to do so, as Smith and Brunier were enabled to agree at once upon the discovery and production before them of the written contract of partnership, before mentioned, which was supposed to have been lost.

Thus it appears that within less than two months from the time when the agreement to arbitrate was made an award was rendered in which Mr. Smith, this plaintiff's selected referee joined. There seems about all there was no appearance of unusual delays having been [illegible] and as justice to all parties was beyond question, carried out; greater expedition if productive of any different results could only have produced wrongful ones.

This defendant in advising all of the claimants to this mill property, to settle their difficulties out of Court by arbitration, or otherwise, and in lending the full force of his official position in securing substantial justice for all, and preventing a multiplicity of actions at law from being commenced, was obeyed and carrying out both the letter and the spirit of the Statues of the United States of America on the subject See 19 of the Act of 1860, provides as follows: —"It shall be the duty also of the said Ministers and the Consuls to encourage the settlement of controversies of a civil character by mutual agreement or to submit them to the decision of referees agreed upon by the parties; a majority of whom shall have power to decide the matter, etc."

Whatever of technical informality there may have been in any of these proceedings was invoked and assented to as much by the plaintiff as by any of the other claiments, and did not result in damage or injury to any.

In brief I fail to find any evidence tending to show that this plaintiff sustained any damage or that any action taken by this defendant was without his strict line of duty. An action more entirely barren of merit, it has never been my fortune to examine.

JUDGMENT.

It is *ordered adjudged* and *decreed* that this action be and the same is hereby dismissed and that this defendant have and recover of and from this plaintiff his proper costs disbured in this action taxed at the sum of dollars, and that execution issue therefore.

Ordered accordingly.

Done at Yokohama, this 19th day of December, 1871.

C. E. DE LONG,

Envoy Extraordinary and Minister Plenipotentiary of the U. S. of America in Japan.

U. S. MINISTERIAL COURT IN AND FOR THE EMPIRE OF JAPAN.

George Williams Lake, *Plaintiff.* versus Willis P. Mangum, *Defendant.* } Action of Libel to recover damages in the sum of $25,000.

STATEMENT OF THE CASE.

Plaintiff in his petition in this Action charges that the Defendant while U. S. Consul at Nagasaki, wrote and published certain false and libellous statements respecting him in a despatch addressed to Hon. H. Fish, Secretary of State, dated July 7th, 1870, and claims damages in the sum of Twenty Five Thousand Dollars.

Defendant in his answer admits writing a despatch to the Hon. the Assistant Secretary of State, in which the language mentioned and complained of in the petition was used, but he denies that these statements are libellous or false or uttered with any intention to injure this Plaintiff, and farther avers that his despatch was an official and privileged communication, and denies that he otherwise uttered or published said statements except by having sent said despatch.

OPINION.

The only evidence adduced upon the trial of this action in addition to what was adduced upon the trial of the two former causes was the production of a copy of the despatch mentioned in the petition and a copy of a letter from the Hon. the Assistant Secretary of State to Hon. B. F. Butler and others showing that the Secretary had forwarded a copy of said despatch to Mr. Butler.

Technically Plaintiff's case fails in his failure to prove that such a despatch was addressed to the person named in his petition, viz., Hon. H. Fish, but inasmuch as this point was not raised by Defendant, this Court will proceed to pass upon the case on its merits.

It is undoubtedly true that in ordinary correspondence by common law rules language such as is contained in in this despatch is actionable and is presumptively false and malicious, but such a rule of presumption does not apply to privileged communications as will be seen by the following references.

"Communications made *bona fide* in performance of a duty or with a fair and reasonable purpose of protecting the interests of the party using the words are privileged."

Somerville v. Hawkins 12 Jur., 450, per Maule J. 2nd Eng. Law and Eq. R. 503.

"Where the relation between the parties by whom and to whom the communication is made is such as to render it reasonable and proper that the information should be given it will be regarded as privileged."

Lewis et al vs. Chapman. 16 N. Y. R. 374.

"A communication which would otherwise be actionable is privileged if made in good faith upon a matter involving an interest or duty of the party making it though the duty be not strictly legal but of imperfect obligation to a person having a corresponding interest or duty."

Van Wyck vs. Aspinwall, 17, N. Y. R. 190.

As the evidence shows that Mr. Mangum, whilst Consul of the United States at Nagasaki wrote this despatch to his superior officer upon his demand for him to [illegible] with regard to all of his proceedings had in connection with this plaintiff, it is at once seen that it falls fully within the rules of law above quoted and is entitled to be regarded as a privileged communication.

In the trial of actions of this nature, the burden of proof remains on the plaintiff to prove *actual* malice if the communication is a privileged one, regardless of the nature of the language used, as will be seen by reference to the following citations.

"The rule observes Lord Campbell is that if the occasion be such as repels the presumption of malice, the communication is privileged, and the plaintiff must then if he can, give evidence of actual malice. If he gives no such evidence it is the office of the Judge to say that there is no question for the jury and to direct a non-suit or a verdict for the defendant, &c.

Taylor vs. Hawkins, 16, Queen's B. 321.
Addison on Wrong's, P. 684.

"A communication being shown to be privileged the burden of proof is on the plaintiff to show actual malice."

Somerville vs. Hawkins above quoted, Grimleaf on evidence Vol. 2, Sec. 421.

"If from the plaintiff's own showing it appears that the [illegible] was used in an actionable sense, he will be [illegible]." Ib., Sec. 423.

Plaintiff in this action did show this by proving that although Mangum as a Consul and a Judge of a Consul Court, wrote these words solely in a despatch that may be [illegible] report of his proceedings, to his superior officer as he was in duty bound and to do upon his request.

The sending [illegible] copy of this despatch to Mr. Butler and others by the Hon. Secretary is not a matter affecting this defendant or increasing his liability in any manner, as there is no evidence of such a proceeding on the part of the Hon. Secretary being usual or probable or that defendant expected any such course to be pursued the rule, however, which governs being only and correctly stated in the following citations.

"Where the [illegible] and to whom the communication is made is such as to render it reasonable and proper that the information should be given it will be regarded as privileged."

Miller vs. Bartlett, 6. Cush, 71.

Plaintiff having failed to prove actual malice on defendants part, in uttering these words, or their falsity or that plaintiff sustained any actual damage by their utterance his case remains almost entirely unsupported by any evidence.

Although somewhat irregular the Court will notice and reply to an argument made by Plaintiff's Counsel during this trial, to the effect that Defendant had made an order directing this plaintiff to leave this Empire, and he the plaintiff fearing that if he did not obey it he would be at the mercy of the Japanese authorities did leave and thus was deprived of the advantage of giving his own testimony upon these trials. In reply to this it is a sufficient answer to say that plaintiff's Counsel might have taken his clients testimony by deposition if he had desired to do it before his departure; but a still more complete answer to this is that this plaintiff by his Counsel applied to this Legation and obtained an order vacating the one made by Mr. Mangum, all of which was done prior to Mr. Lake's departure from Japan leaving him as fully and securely at liberty to remain here as he ever was. If either Plaintiff or his Counsel had enquired at this Legation they would have learned the fact. Hence if his absence is a loss or hardship it is one that must be considered as voluntarily caused by himself.

JUDGMENT.

It is hereby *ordered, adjudged* and *decreed* that this action be and the same is hereby dismissed; the Defendant to have and recover from the Plaintiff his proper costs and charges disbursed by him in this action, taxed at the sum of [illegible] Dollars, and that execution issue therefore.

Done at Yokohama, December the 19th, 1871.

C. E. De LONG,

Envoy Extraordinary and Minister Plenipotentiary of the U. S. of America in Japan.

In the Ministerial Court of the United States for Japan.

Geo. Wilkins Lake Plaintiff	Action for damages
vs.	
Hillis P. Manguin Defendant	Demand $5.000,-

No. 4. E.

Charles E. DeLong
E. E. and M. P. for the U. S.
in Japan.

The Plaintiff above named Geo. Wilkins Lake by Gilbert Hill his Counsel and Attorney respectfully gives notice that he will appeal from the judgment rendered in the above entitled action on the 19th day of December A.D. 1871. to the U.S. Circuit Court for the District of California. And the Plaintiff prays that thirty (30) days be allowed him in which to perfect such appeal and that execution and all proceedings

proceedings herein be meanwhile stayed.

(Signed) G.H. Hill
Plfs Counsel.

Yokohama
December 20th 1871.

Filed August 26 1872
Wm Patten Clerk

No 33

Notice of Appeal
to Circuit Court
for California

Act

In Batt Mk. Yk.

No. 8. Legation of the U. S.

DEPARTMENT OF STATE RECEIVED FEB 3 1872

Yokohama Japan Dec 23 1871.

Mr C. O. Shepard to Dept of State.

Abstract of Contents.

Assumes charge of Legation as Chargé d' Affaires a. i. during the absence of H. E. Mr De Long in America.

No 8. Legation of the U. S.
Yokohama Japan Dec 23rd/71.

Hon Hamilton Fish.
Secy of State.
Washington. D.C.

Sir.

I have the honor to inform you that by reason of the departure for America of H. E. Mr De Long, and in accordance with instructions from the Department, I this day assume the duties of Chargé d' Affaires a. i.

I am. Sir:
Your Obdt Servt
Charles O. Shepard

Yokohama Japan
Dec 23' 1871

Mr C. A. Shepard.

No 8

Received

Will assume charge as
Chargé d' Affaires ad. i.

dupl

Dft Pratt.

No 9 U. S. Legation

DEPARTMENT RECEIVED FEB 27 1872 OF STATE

Yokohama, Japan, Dec 26. 1871

Mr. Shepard. Chargé d'affaires

To Dept of State

Subject- His Ex Mr. DeLong's a/c's

Abstract of Contents.

Enclosing accounts for the

4th qr 1871.

Yokohama Japan

No 9

U. S. Legation
Yokohama, Japan, Dec. 26th 1871

Hon. Hamilton Fish
Secretary of State
Washington D.C.

Sir

Enclosed I have the honor to hand you the accounts with vouchers of His Ex. Mr. DeLong, for Salary, Contingent Expenses, and Loss by Exchange for the quarter ending December 31st 1871.

For Salary and Contingent Expenses His Excellency, before his departure drew on Mess. Olwo, Habicht & Co., and

for Loss by Exchange, he drew upon the Department of State, post-dating his drafts to the 31st inst., in order that there might be no hesitancy in honoring them.

I am, Sir

Your obt servant

Charles A. Shepard

Chargé d'Affaires a

Enclosures

Accounts for the 4th Qr. 1871.

Ack

Dr Pratt

No 10.

U. S. Legation, Japan,
December 31, 1871

Mr. Shepard, Chargé d'affaires a.i.
To the Department of State,

Subject. Annual Return of em-
ployés

Abstract of Contents.

None but Mr. Shepard em-
ployed.

No 10

U. S. Legation,
Japan, December 31, 1871

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir:

An annual Return of employés being required, I have the honor to report that at the present time, no persons other than myself are employed at this Legation.

I am, Sir
Your obt servant
Charles A. Shepard
Charge d'affaires ai

Encl ack

Dos Page Pratt.

No 11.

U. S. Legation, Yokohama

December 31, 1871

Mr. Shepard, Chargé d'affaires

To the Dept of State.

Subject Returns.

Abstract of Contents

Transmitting Register of Despatches sent during year.

REGISTER of Official ~~Letters~~ Despatches sent from the U. S. ~~Consulate~~ Legation at Yokohama, Japan

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
1871					
Jany 1	132	Dept of State	a/c for Salary		
10	133	"	Mori Jugoi left for Washington as Chargé d'affaires		
	134	"	Amakusa affair		
17	135	"	Contingent Fund a/c		
19	136	"	Political Despatch and state of the Country		
	137	"	Attempted assination of Messrs Dallas + King.		
	138	"	asking permission to pay Land Rents to Japanese		✓
	139	"	Amakusa affair		
Feby 28	140	"	Thanks for Commission as Envoy. Letters of recall + credence asked for.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Feby 28	141	Dept of State	Reply to Dispatch about Consular Court Regulations.		
30	142	"	Why Legation is at Yokohama		
			Reply to inquiries.		
12	143	"	about the Japanese Govt refusing to recognize & the recognition of Wm Hauk as Vice Consul at Kobe.		
13	144	"	Citing authority to show that I should have letters of recall & credence with my Commission.		
	145	"	asking if fees in judicial matters shall be charged to Japanese.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Feby 14	146	Dept of State	Asking what course is to be pursued when Jap. Govt refuse to pay a correct claim		
	147	"	Asking for a copy of Brightly's U.S. Digest		
15	148	"	Notice to Mariners		
16	149	"	About "Duplex" pursuing the Germ. Bark "Persia"		
	150	"	Transferring Bluff lot 178 to U.S. Naval authorities		
	151	"	About Treaty between Japan and Hawaiian Kingdom		
	152	"	About attempted assassination of Dallas + Reply + reply of Jap. Govt		
18	153		About Dr Stephens appointment		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Feby	18	154	Dept of State	asking who should be left in charge in case of his absence		
	20	155	"	about the Amakusa difficulty & correspondence with Asst Rogers		
	21	156	"	about claim for compensation from the owners of the "Aroostook"		
	21.	157	"	Approval of Sakai Coffee's nomination as Vice Consul.		
March	1.	158	"	acknowledging receipt of Despatches.		
		159	"	informing of the notifying the Consuls about unmailable matter.		
		160	"	about the box containing copies of "Audubon's Birds & Quadrupeds"		
		161	"	The claim of Walsh, Hall & Co		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
March 8	162	Dept of State	about the game law, and the need of power to be given to the Ministers to make & enforce Municipal regulations		
10	163	"	about a claim of Walsh, Hall & Co		
	164	"	about a list of books for the Legation		
	165	"	Contingent Fund of the Legation		
13	166	"	about the Mint & Coinage of Money		
14	167	"	about Togakuro Hayashi		
	168	"	about reply of the Russian Govt through Mr Carter to offers of U. S. mediation between it and Japan		
	169	"	about the Gas Co's for Yokohama		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
March	14	170	Dept of State	Transmitting a copy of Treaties and Conventions with Japan.		
	16	171	"	Enclosing a letter from Her Majesty about the Amakusa affair.		
	16	172	"	About Bluff Lot No 168.		
	17	173	"	about the claim of Walsh, Hall & Co for loss at Niigata, and submitting the matter to the Secy of State.		
		174	"	about the assassination of Hirosawa, one of the Ministers of State.		
	18	175	"	about leave of absence on account of health.		
	22	176	"	asking for stationery		
April	18	177	"	Wm Thos Begley matter		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
April	18	178	Dept of State	Order suspending A. C. Dunn & appointing Col. Shepard.		
		179	"	Death of Samuel Lyon, appt of Col. Shepard.		
		180	"	Present at opening of Yokuska Docks.		
		181	"	Present at opening of the Mint at Osaca & account of an excursion into the interior		
	28	182	"	Receipt of Despatches.		
May	8	183	"	Asking for Blank Bills of Exchange.		
	10	184	"	Forwarding claim of E. M. Van Reed with enclosures		
	11	185	"	Advices of drafts for salary contingent expenses &c		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
May 11	186	Dept of State.	Letter of thanks of Jap Govt to Capt. C. E. Packer.		
15	187	"	Reporting my action in assisting Mechanic Institute Society of San Francisco to get the Jap. Govt to send goods for exhibition.		
	188		My action in giving Jap. Commissioners in Corea Letters to Admiral Rogers and Minister Low.		
16	189		Communicating thanks of the Jap. Govt for kind reception of Mori. Japanese charge'd's affaires at Washington		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
May	16	190	Dept of State	Introducing certain Japanese to Hon. Hamilton Fish		
	17	191	"	advising of departure of Parkes & Von Brandt, communicating their views about revision of the Treaty &c.		
		192	"	Suspending A.E. Dimm. appt. A. E. Rice acting Vice Consul at Hakodadi & obtaining his exequatur and that of his Father as Consul at that port.		
	19	193		Obeyed your instructions about giving Consul Haugwitz certain instructions in the Amakusa Island business		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
May 20	194	Dept of State	Execution of attempted assassin of Dallas + Ruiz, forwarding the Govt Proclamation in the subject.		
21	195	"	Forwarding application of Jap. Govt to have two employes elected, one for customs + other for Finance Dept.		
	196	"	Forwarding copies of farewell notes of Von Brandt + Parkes.		
June 6	197	"	Forwarding copies of pleadings in the action of Lake vs. Maujuno + asking instructions as to what to do with those cases		
	198	"	acknowledging receipt of Dc = spatches.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
June 6	199	Dept. of State	Requisition for Stationery.		
12	200	"	Detailing particulars of my audience with the Mikado and delivery of my letter of credence as Envoy Extraordinary.		
13	201	"	Notices to mariners.		
16	202	"	Advising of resignation of J. C. Hepburn. Forwarding copies of correspondence.		
17	203	"	Requesting certain legislation, the repeal of the Seward act of 1870. Also asking if it is desired for me to visit Washington.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
June	19	204	Dept of State	Requesting reply to dispatch No 138, about Portuguese Lot No 97. about paying land rents generally.		
		205	"	Reported assassination of an Englishman named E Kuga at Niigata.		
		206	"	A. E. Rice has taken charge of Consulate at Hakodate. Mr. Dunn is here. Will soon proceed there to make investigation		
July	2	207	"	Acknowledging receipt of Dis: dispatches.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
July 2	208	Dept of State	Forwarding New Unit Rules & Rules about New Coinage		
	209	"	W. P. Maughan Esq. temporarily absent, Belgian Consul in charge		
	210	"	Instructions issued to Consuls not to charge Japanese Subjects costs in Judicial proceedings		
	211	"	Notice that a Revision of the Treaty would be required next year, given & received by me		
5	212	"	Reply to Despatch No 73 about Portuguese R.R. grant		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.		No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
July	6	213	Dept of State	Japanese Embassy gone to China to make a Treaty. I have labored to prevent it from being a Treaty offensive & defensive &c		
	7	214	"	Requests to have instructions not to Register firms and Commercial Houses reconsidered. Reasons given for it and advice asked as to what course is to be pursued about extending protection to firms of members of different nationalities.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
July 7	215	Dept of State	Further information about the attempted assassination of Mr. E. King.		
11	216	"	Draft for $500. on Baring Bros rec'd & drawn for Native Interpreter dishonored & the Govt asked to send translations of their notes.		
	217	"	A/c for Salary & Contingent Ex.		
14	218	"	Reporting imprisonment of Mr. A. L. C. Portman re Japanese Govt asked to have a legal adviser employed for them		
15	219				

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
July 16	220	Dept of State	Forwarding case of Walsh, Hall vs. claim to have certain Nitoos returned.		
17	221	"	Passport of Hon James Brooks as bearer of despatches.		
	222	"	Forwarding letters from my colleagues to prove that Japan has no Courts, and that they as I have to collect claims through the Foreign office.		
	223	"	Proceedings of W. P. Maugum, against G. W. Lake, about ordering him to leave the Empire &c		
20	224	"	Presents Audolon's works to Japanese Government.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
July 20	225	Dept of State	approved G. A. Mitchell as vice Consul Kanagawa		
	226	"	Typhoon & Tidal wave at Kobe forwarding Consul's account of it.		
Aug 2	227	"	ack. receipt of Despatches.		
3	228	"	Concerning Dr's return & a Cas= tom's officer.		
16	229	"	Enclosing Rumoi letter		
17	230	"	Asking instructions concerning Asiatic Cable Co. Telegraph		
21	231	"	Concluding a Treaty for the Hawaiian Govt		
18	232	"	Asking opinion of an extra= dition Treaty		
	233	"	Removal of high officers & surrender of the Mason		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Aug 27	234	Dept of State.	Informing of passport issued		
30	235	"	Concerning & explaining Mr. Farrington's claim		
31	236	"	Interpreter & notice concerning it.		
"	237	"	Ack receipt of Despatches.		
Sept 4	238	"	Change of Ministers for Foreign affairs & political changes		
	239	"	Arrival of Scientific Comm^n & Army officers		
	240	"	Leaving for Hakodadi to investigate Rice-Dunn affairs & appointment of Co Shepard Chargé des affaires, ad interim.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
		Mr. Shepard Chargé des affaires ad interim			
Sept 6	1	Dept of State	Mr. Shepard informing the Dept of having taken charge of Legation		
8	2	"	Enclosing additional notice of Govt upon coin question.		
20	3	"	Forwarding notification concerning Japanese currency.		
	4	"	Transmitting extracts from Mis Ev Mr. DeLong from Hakodadi.		
Oct 17	5	"	Rec'd Despatches from No 96 to 101		
		Mr. DeLong at Hakodadi			
8	241	Dept of State	Asking for Secretary and Interpreter, Mr. A. E. Ree acting as Interpreter		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Oct 8	242	Dept of State	E E Rice to resign as Consul & N. E. Rice as Vice Consul and re= quests apptt of N. E Rice as Consul		
	243	"	Case of Rice + Dunn adjd to Yokohama account of trip through Yes. returning to Yokohama overland		
		Mr Shepard at Yokohama			
Oct 21	6	Dept of State	Forwarding copy of order in case Lake vs. Macgowan.		
27	7	"	Recd Dispatches Nos 102 to 110		
		Mr DeLong at Yokohama			
Nov 8	244	Dept of State	Relating to A. L. C. Portman		
	245	"	Forms under American protection		
12	246	"	Trip to Yes + return.		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Nov 13	247	Dept of State	Japs. thanks for free mail		
17	248	"	Audience with His Majesty & admr Rogers.		
18	249	"	Japanese Treaty with China.		
20	250	"	G. F. Seward's appt in revision of Treaty		
22	251	"	Visit of Jap Embassy to Treaty Powers		
	252	"	Transmitting Salary a/c		
29	253	"	" Thanksgiving Proclamation		
	254	"	" Table of coin with errors shown		
Dec 6	255	"	Farewell audience with His Majesty		
18	256	"	appt of New Chief of Foreign office		
	257	"	Claim of Schultze, Reis vs Minister Resident		
21	258	"	Presents forwarded to U. S. Govt from Japs.		
	259	"	Allowing claims by Japs of Walsh, Hall vs		
	260	"	Cases of Sake vs Maugnus et al		
	261	"	Audience with the Mikado		

REGISTER *of Official Letters sent from the U. S. Consulate at* .....

DATE.	No.	TO WHOM AND TO WHAT PLACE SENT.	ON WHAT SUBJECT.	NO. OF ENCLOSURES.	AMOUNT OF POSTAGE PAID ON EACH LETTER.
Dec 21	262	Dept of State	About A. L. C. Portman		
22	263	"	Case Dunn vs Rice		
	264		Jap Govt vs E. E. Rice - claim.		
		Mr. Shepard Charge d'affaires a.i.			
Dec 23	8	Dept of State	Assumes charge as charge d'affaires		
26	9	"	Transmitting Salary a/c of Mr E. Roe, Dr Long		
31	10	"	Employés of Legation		
	11	"	Despatches sent during year		

U. S. Legation Yokohama
Dec. 31st 1871.
C. A. Shepard
Charge d'affaires a.i.

UNITED STATES LEGATION JAPAN.

Enclosure

U. S. Legation
Japan. Dec 31, 1871

With Des No 11

No of Enclosures one

Return of Despatches
for the year

No 1.

Ent ackt

dispatch

No 12.

DEPARTMENT OF STATE
RECEIVED
FEB 27 1872

U. S. Legation, Yokohama

January 5, 1872.

Mr. Shepard, Charge d'affaires

To Dept of State

Subject Receipt of Despatches

Abstract of contents

Acknowledges the receipt of

Despatches from Nos 119 to

122.

ack-

Wm Pratt

DEPARTMENT OF STATE
RECEIVED
FEB 27 1872

No 13.

U.S Legation, Yokohama

January 10, 1872.

Mr. Shepard, Charge d'affaires

To the Dept of State,

Subject Requisition for flags.

Abstract of Contents

Requests that two flags be

sent for use of Legation.

No 13.

U. S. Legation
Yokohama, Jany 10, 1872.

Hon. Hamilton Fish
Secretary of State
Washington

Sir:

At present this Legation has but two flags - one storm flag, in very bad condition, one ordinary flag, in capable condition. I have therefore the honor to ask that two (2) additional ensigns be forwarded to me for use of the Legation.

I am, Sir,
Your obt servant
Charles O. Shepard
Chargé d'affaires a. i.

Act E

Doc'ment.

No 14.

U. S. Legation, Yokohama,
January 13. 1872

Mr. Shepard, Chargé d'affaires
To the Dept of State

Subject. Issuance of Passport.

Abstract of Contents

Passport issued to J Dennis Carroll.

No 14

U. S. Legation
Yokohama, Jany 13. 1872

Hon Hamilton Fish,
Secretary of State,
Washington

Sir

I have the honor to re-
port issuance this day of Pass-
port to J. Dennis Carroll, a
citizen of the United States by
naturalization.

I am, Sir
Your obt servant
Charles De Leland
Chargé d'affaires

Encl ack Ade Gen Mr. Pruyn

DEPARTMENT RECEIVED FEB 27 1872 OF STATE

No 15. U. S. Legation

Yokohama, Jany 23. 1872

Mr. Shepard, Chargé d'affaires

To the Dept of State.

Subject appearance of the Mikado in public

Abstract of Contents.

His visit to the Govt Dock Yards at Yokoska, on the 1st inst.

No 15. U. S. Legation.

Yokohama, January 23, 1872.

Hon. Hamilton Fish
Secretary of State,
Washington.

Sir

Aside from an official visit, on the 1st inst. of His Majesty the Tenno, to the Government dock yards at Yokoska, nothing whatever of political interest has occurred during the past month.

Remembering that scarcely three years has passed since his own highest Princes, were allowed to look upon him, and less that time since the most

prominent of foreigners were permitted to see him, this otherwise insignificant circumstance becomes pregnant with importance, and an augury for the future, the most favorable. To watch the dawning upon the Japanese mind of the fact that their Mikado, is not the Mythical God, they and their ancestors have for centuries looked upon him to be, but a man, of flesh and blood, with form, passions and senses like other men, is interesting in the extreme and a phenomenon in human life, most novel. Such rapid strides in civilization, are

these people taking, that one is hardly surprised at anything, and my only fear is that in trying to run, ere they are fully able to walk, they may meet some terrible falls.

I am, Sir,

Your obt servant.

Charles de Bluford

Chargé d'affaires ai

Wk Adv Gen

Mr. Pratt

No 16.

U. S. Legation

Yokohama, Jany 23, 1872

Mr. Shepard, charge d'Affaires

To the Dept of State.

Subject Uprising of peasants

Abstract of Contents

Reports the uprising peasants in the Province of Kimedzu against telegraphic improvements

No. 16. U. S. Legation,
Yokohama, January 23. 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir

I have to report a small uprising of peasants in the Province of Kimedzu against telegraphic improvements now going on. It was quickly put down however, and all is now quiet.

This Province spoken of is on the line of telegraph now being established between Nagasaki and Yokohama, to connect with the Russian and

Hong Kong Dec.

Dear Sir

Your obt servant

Charles E. Hulbert

Charge d'affaires ai

ack

Copy to Treasury Feb 27

Mr. Balt

No 17.

dis. to Treasury

DEPARTMENT RECEIVED FEB 27 1872 OF STATE

U. S. Legation

Yokohama, Jan. 23. 1872.

Mr. Shepard, Chargé d'affaires

To the Dept of State

Subject. Exportation of Rice

Abstract of Contents.

Exportation of Rice permitted.

Notice issued on the 8th inst.

No. 17.

U. S. Legation,
Yokohama, Japan, Jany 23, 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington

Sir:

On the 8th inst, an order of great local commercial importance was issued by the Government, concerning the exportation of Rice.

Being the first consent of the kind ever given, I consider it worthy of mention. Heretofore, the surplus was allowed to accumulate against a short crop, and the penalty of death was carried out a=

gainst whoever dared to vi=
olate the prohibition.

The Government will
nearly, if not entirely, mo=
nopolize the export; their
reasoning, that if it is their
duty to provide in case of
want or famine, it is their
privilege to profit by a sur=
plus.

The present season has
been an exceedingly prolific
one, and the crop of rice,
is greatly in excess of the
wants of the people.

I am, Sir
Your obt servant
Charles A. Derby
Charge d'affaires, ai

No 1. Letter from Ministers for Foreign affa
Enclosures

Translation Tokei the 28th of 11th
month of 4th year Meiji

We have the honor to in-
form Your Excellency that a
certain quantity of rice held
in store by the Finance Depart-
ment from time to time, will
be publicly sold on written
proposals both to the Japanese
and foreigners, at the open ports
of Japan, for the exportation,
if there is a surplus of rice
in the country, although the
general exportation of the same
remains prohibited. Proper notice
will be given in the open
ports, when such sales are to
take place.

We beg further remark that the Japanese Government will itself occasionally exercise, when it is thought expedient.

This you will be pleased to notify to your countrymen.

With respect & consideration

Goyeshiro Tanenori

Tarashiro Muneno ri

H. I. J. M's Minister for F. A.

To C. Shepard Esq

Charge d'affaires of U.S.A.

in Japan.

Ark

DEPARTMENT RECEIVED APR 1 1872 OF STATE

Wrf Matt

No 18. United States Legation

Japan. Feb 12" 1872.

Mr C. E. Leffard. Chargé d'Affaires. a.i.

To the Secy of State.

Abstract of Contents.

Rec^d Despatches Nos 133 to 137 inclusive with enclosures.

No 18. United States Legation
Japan Feb 12" 18/2.

Hon Hamilton Fish.
Secy of State.
Washington D.C.

Sir:

I have the honor to acknowledge receipt of Despatches Nos 123 to 127 inclusive with enclosures.

I am Sir
Your Obdt Servt
C. A. Shelfamb
Chargé d'Affaires a.i.

174. 1040 Pm

Blank No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

The rules of this Company require that all messages received for transmission, shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message.

THOS. T. ECKERT, Gen'l Sup't, New York. } 46 WILLIAM ORTON, Pres't, O. H. PALMER, Sec'y, } New York.

Dated Salt Lake Feby 13 1872

Received at Corner 14th St. and Pennsylvania Ave. 10 40

To Hon A Hamilton Fish

Secy of State Washn

D C

I am in a rather bad fix here with this Embassy blockade Looks worse think some of organizing a sleighing party to take them over would Expenses to do this be allowed me.

Delong

43 Collect Fountain

F S

ack

FOREIGN Relations '72

Copy & Encl

No 19.

DEPARTMENT OF STATE
RECEIVED
APR
1
1872

U. S. Legation

Japan. Feb 17th 1872.

Mr C. A. Shepard. Chargé d'Affaires. a.i.

To the Dept. of State.

Abstract of Contents.

Mikado's reception of the Foreign Representatives on New Years day (Feb 10th.)

No 19. United States Legation
Japan. Feb 17th 1872.

Hon Hamilton Fish.
Secy of State.
Washington D.C.

Sir:

His Majesty Tse Temo, on Japanese New Year (Feb 10th) for the first time received the Foreign Representatives in a body. Congratulations were exchanged with his Ministers, and through the Prime Minister the Emperor asked particularly after the Health of the President.

Herewith I Transmit you copy of His Majesty's speech.

I am Sir

Your Obdt Servt

Charles A. Shepard

Chargé d'Affaires a.i.

Enclosure

Mikado's speech on Japanese New Year

Gray

Translation.

This is the first occasion on which I have given audience to you in celebration of our New Years Festival, -

While we enjoy tranquility, and all felicitate themselves on the happy occasion of the new year. Your countries have already celebrated the new year, and I am infinitely rejoiced to know that your Sovereigns and the President, are prosperous, and that their officials and people enjoy peace. I hope that we may long continue to enjoy the happiness of ever increasing friendship and harmonious relations.

M. S. Legatum
Dolan

N°. 1.

Mihi destinata N°. 19.

Ent Ack'

No 20.

DEPARTMENT RECEIVED APR 1 1872 OF STATE

U. S. Legation

Japan. Feb 19th 1872.

Mr C. A. Shepard. Chargé d'Affaires. a.i.

To the Dept of State

Abstract of Contents.

concerning appointment of young men as Interpreters at the Legations in Japan and China.

No 20. United States Legation
Japan. Feb 19th 1872.

Hon Hamilton Fish.
Secty of State
Washington D.C.

Sir:

I could the recommendations in the Presidents message concerning the education of young men as Interpreters for Japan and China be adopted, it will be cause for great congratulations and I trust I may be pardoned for suggesting that those may be appointed who will be satisfied to make it their career and that some precautions be taken against obtaining a knowledge of the language at the expense of the Government and afterwards availing themselves of more

more lucrative situations, because of that knowledge. I speak of this as other Legations in Japan have found from experience great need of some safe guard of the kind.

I earnestly trust that my request as Consul at Kanagawa, that one be assigned to that Consulate, may meet with a favorable consideration at your hands.

I am Sir
Your obedient Servant
Charles A. Shepard
Chargé d'Affaires a.i.

DEPARTMENT OF STATE
RECEIVED
APR
1
1872

Ans'd

No 21. U. S. Legation

Japan. Feb 24" 1872.

Mr C. A. Shepard. Chargé d' Affaires. a. i.

To the Dept of State

Subject. Yedo Consulate.

Abstract of Contents.

My reasons for filling vacancy at Yedo Consulate - recommend that Mr Weller be paid until he turns over the property - no instructions yet been received.

No 21. United States Legation.

Japan. Feb 24" 1872.

Hon Hamilton Fish.

Secy of State.

Washington. D.C.

Sir:

On the 1st of January ult, by the resignation of Nathan. E. Rice, the Yedo Consulate became vacant and as no intimations or instructions relative thereto had issued from the Department, I deemed it plainly my duty to appoint an Acting Vice Consul, and believed that a failure so to do would be looked upon by the Department as neglect, With this view I appointed Alfred Weiller Esq.

By last mail I hear through private sources that the Department rules differently, and questions the right of

Mr

Mr De Long or myself to have appointed Mr N. E. Rice even.

By your No 126. I also learn of the Departments intention to close the Consulate entirely, but the instructions therein mentioned as having been sent, have not reached the Consul at Kanagawa. Under these circumstances I am in doubt as to the proper course to pursue.

Mr Weiller took the office in good faith, I appointed him in good faith, and I earnestly trust and recommend that he be allowed pay until orders are given as to the disposition of property and archieves.

The instructions spoken of to the Kanagawa Consulate will undoubtedly come to hand by next mail, and when received shall be immediately complied with.

I am, Sir,

Your obedient servant

Charles A. Schiffarot

Chargé d' Affaires a. i.

Ent Ack'

DEPARTMENT RECEIVED APR 1 1872 OF STATE

No 22. U. S. Legation

Japan. Feb 26" 1872.

Mr C. A. Bidgood. Chargé d'Affaires a.i.

To the Dept of State

Subject - Exportation of Rice

Abstract of Contents.

Protest of the Foreign Ministers - My action in the premises. - instructions requested -

No 22. United States Legation

Japan. Feb 26" 1872.

Hon Hamilton Fish.

Secy of State.

Washington. D.C.

Sir:

In my No 17. I indicated intentions of the Japanese Government, concerning the exportation of Rice.

These intentions were about taking practical form, when met by a verbal protest from, I believe, all the foreign representatives, other than myself - the grounds of objection being - "that by the Tariff Convention "signed at Yedo on the 25th day of "June 1866, exportation of cereals was "prohibited, and as a party to that "Convention, the Japanese Government"

were

"were as completely bound, as were"
"the merchants of treaty powers."

The Government had employed as their agents in the proposed shipment, an American firm, (Messrs Walsh Hall & Co) but the English Chargé d'Affaires (Mr Adams), insisted that under the favored nation clause, Government should employ English agents as well; intimating that were this done, he would be satisfied.

This seemed to me an extremely contracted view, placing a Legation or a Minister in almost, or quite the position of Broker to a commercial house; and convinced me how much was really cared about the principle for which he was contending.

I insisted that without going into

into a discussion concerning the right of the Government (of which I have but little doubt); the authorities might, without fear of interference on my part, establish any amount of valuable precedents, or important concessions if only in the right direction.

Nor did I deem it my province to secure for particular merchants either prospective or imaginary profits, but rather to prevent and redress actual wrongs.

I intimated that an entire removal of the restriction would be exceedingly satisfactory, and suggested that with any promise of success, I would join in a request of that nature to the Government,

but

but would not lend myself to the securing for any particular person, firm, or nationality any peculiar advantage. To this proposition I have as yet received no reply.

I have striven in a few words to give the whole case as it now stands, and trust I have not been brief, at the expense of perspicuity.

I respectfully ask your instructions, and earnestly hope my views in the matter may be confirmed by your decision.

I am, Sir,

Your obedient servant

Charles A. Shepard

Chargé d' Affaires. a.i.

DEPARTMENT OF STATE
RECEIVED
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1872

File with Desk from Legation Japan

No. Washington D.C. March 1st 1872

From

E. E. De Long

Secretary Extraordinary and Minister Plenipotentiary

Contents.

Advising of the nomination of Mr. Nathan E. Rice as Interpreter to the Legation in Japan

No. Washington D.C. March 5th 1872

Sir:

I have the honor to inform you that on the 16th day of October last I nominated Mr Nathan E Rice as Interpreter to the Legation in Japan

This action was taken by me in conformity with my expressed intentions as given in my Letter of date Oct 8th 1871 after I had satisfied myself fully of the competency of Mr Rice. I delayed communicating this action of mine to you until I should arrive here as I intended sailing by the next mail after I should reach Yedo where I could forward to Hamilton Fish Esq

Secretary of State

Washington D C

for the information from

Submitting to your approval

and respectfully requesting that I

Rec may be appointed to that position

and also further requesting that I

may be allowed pay for his services

from the date of his nomination

as he has continuously since that

acted for the Legation

I have the honor to remain

Sir

Your Most obedient Servant

C E De Long

Rec'd March 13

The Arlington.

WASHINGTON, D. C. March 11 1872

Dear Sir,

Last evening I received a note from my colleague Baron Von Brandt Minister from the North German Confederation to Japan, advising me to procure from this Embassy a copy of the treaty lately concluded between the Japanese Empire and China. I also see that the treaty has been made public.

This advice from my colleague may be important and might affect your conclusions if you could see it before deciding upon anything

with this Embassy.

I therefore beg leave to throw out the suggestion of the propriety of your calling upon them for a copy of the same.

China is arming, and Japan is arming. Corea is at war with us! Under these circumstances, I think we are entitled to know what the relations of Japan with those countries are, and more particularly so, as this Treaty was negotiated somewhat under American auspices.

Yours very truly
John D. Long

Hon. Hamilton Fish
Secretary of State
Washington D.C.

File

Japan - Despatches.

The
Arlington.

WASHINGTON, D. C. March 11th 1872

Hon Fish

Dear Sir.

I have sent you the Act passed in accordance with your instructions. There is a blank in it relative to the amount to be filled in for costs.

I have made examination to find the amount claimed but I am unable to ascertain the exact amounts, as the accounts filed reach only to July and September 1870. How many two years is to be added. Also there is some uncertainty about the amounts claimed at Hakodada and it is very questionable as to the amount that should be

allowed. I would suggest that the blank be filled with the sum of Five Thousand Dollars which I am confident is enough to cover all demands that should be allowed.

Of course I will bring it as much below that sum as I can in examining them,

Yours most Truly

Chas D Long

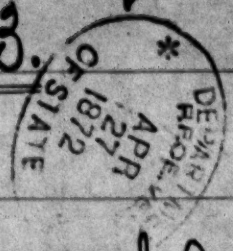
Hon Hamilton Fish

Secty of State

Washington D C

adm: Jr 20 may Ufu to Immunity — May 15. — Mr Bratt

No 23. United States Legation



Japan. March 15th 1872.

Mr C. C. Lee Shepard Chargé d'Affaires. a.i.

To the Dept of State

Subject. Yedo Consulate

Abstract of Contents

My reasons in full for appointing acting Vice Consuls to fill the vacancy in the Yedo Consulate; and request payments be made them for services rendered.

No 23. United States Legation
Japan. March 15" 1872.

Hon Hamilton Fish.
Secretary of State.
Washington. D.C.

Sir:

I do not in general, consider — private information worthy of heed, but a statement of E. E. Rice. Esq. in a letter to Pris son (now in charge of the Hakodadi Consulate) and dated in January, so awaigns me (unofficially of course) that I trust you will excuse a few observations, and give them kind — consideration. To quote Mr Rice's words - "Secy Fish and Mr Davis are angry and indignant with De Long and Shepard for having appointed you at Yedo, and say they had no right or business to do it, and should have

have known better." This, together with Dept No 34 to the Kanagawa consulate, make me feel particularly uncomfortable.

As to my intentions, or honesty, in discharge of the different duties to which I have been assigned by the Department, I have nothing to say.

Despatches will not establish purity of intentions, nor will protestations prove honesty. I consider only my judgment impeached, and with that idea, I beg to give a brief, but more particular statement of facts than conveyed in my Legation No 21.

On the 1st of April 1871, I received my appointment (not commission) as Consul at Kanagawa, Mr Lyon died, and I was obliged to take immediate

Charge

charge. This of course necessitated leaving Yedo. I had received no instructions concerning that consulate, and argued that as it was an independant consulate, as much so as Nagasaki or Hakodadi, it must be my duty to place some one in charge, I appointed George. E. Rice, & his appointment was approved by Mr De Long.

- His (Rice's) second quarter drafts were paid, as also others still later, and I supposed all was right, Still no orders from the Department, & still I was Consul at Yedo. George. E. Rice acted until October last, when appointed by his father, at Hakodadi.

Again I considered it my duty to appoint, & with Mr De Long's approval, selected Nathan. E. Rice.

In December last, Mr De Long

Leave

took the last named gentleman to America, and Yedo was again vacant, I being still Consul there, having not yet received my Kanagawa Commission, - this time I appointed Mr Alfred Weiller.

On February 6th the first information came that the Yedo consulate was to be discontinued, although I had in December of 1870 recommended such a step.

Legation Despatch No 126 ran thus - "I have to inform you that it is not the intention of this Department to continue the Consulate of the U.S. at Yedo, the Consul at Kanagawa has been instructed on the subject."-

The "instructions" referred to must have been contained in despatch No 32 to Kanagawa Consulate, and were as follows - "I have to state for your information that sufficient reasons appear to the Department for

for discontinuing the Consulate at Yedo, and that no appointment will be made to fill the vacancy now existing in that office."

This was not an order to assume jurisdiction nor receive property or at least I did not so understand it. I felt that No 126 did not warrant me in removing Mr Weiller and that, as a judge Cras power to convict, but not to pardon, so I had power to appoint, but not to remove,

Under this impression I wrote my Legation despatch No 21.

On March 5th inst, Department No 34 to Kanagawa Consulate arrived, and immediately on the 6th, I informed Mr Weiller that he must no longer perform duties, nor exercise functions.

The Department recognized and paid Geo. E. Rice for his services at Yedo;

Fence

Hence I considered the principle of appointment recognized, and supposed payment to Nathan. E. Rice and Mr Weiller would follow as a natural sequence.

Pending Mr Hawes arrival, and under the same circumstances, and by a like appointment Geo. E. Rice has been recognized as acting for Hassadadi.

In absence of instructions I fancy an officer must use his best judgment in any matter which arises. I did this, and in Mr Weillers case (probably not in N. E. Rice's) if the Department does not pay, I shall feel in honor bound to. I cannot afford to do this, but as I innocently offered Mr Weiller the office, and as he in good faith devoted his time to it, I can do nothing else. I regret the complication

And

and shall strive to exercise better judgment in future, and more perfectly divine the wishes of the Department.

In view of all this, I crave the favor earnestly to beg that your Excellency recede from the resolution your Department No 34 to Hanagawa Consulate would seem to indicate, and allow payments to be made to March 6th inst.

I am, Sir
Your obedient servant
Charles O. Shepard
Chargé d'Affaires. a.i.

- avec

DEPARTMENT OF STATE
RECEIVED
APR
27
1872

avec Mr. Pratt

No 24. United States Legation

Japan. March 16th 1872.

Mr C. C. Shepard Chargé d'Affaires. a.i.

to the Dept of State.

Abstract of Contents.

Last mail brought no letters to the Legation, or to Commercial Houses in Japan.

No 24. United States Legation

Japan. March 16th 1872.

Hon Hamilton Fish.
Secy of State.
Washington. D.C.

Sir:

The last San Francisco Steamer was remarkable for having brought no despatches from the Department to this Legation, and hardly a business letter to any of the commercial houses from East of the Rocky mountains.

I am, Sir,
Your obedient servant
Charles O. Shepard
Charge d' Affaires. a.i.

adkn
acke.

Mr. Pratt

DEPARTMENT RECEIVED APR 27 1872 CF

No 25. U. S. Legation, Japan,

March 27, 1872

Mr. Shepard, Chargé d'affaires ai

To Dept. of State,

Subject. - Pardon of Enomoto

Abstract of Contents

Enomoto, admiral of the late Tycoon, pardoned. The late Tycoon, an officer of the fourth rank

No 25.

U. S. Legation, Japan.
March 22, 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington,

Sir.

I have pleasure in in-
forming you that Enomoto,
the talented and English-edu-
cated admiral of the late Tycoon
- the Commander who so long
and successfully defended Hak-
odadi against the Mikado's
forces, and who with several
of his officers has been in close
confinement since June, 1869,
is released and pardoned.

The Tycoon himself has
been made a government of-

ficer of the fourth rank, but not yet assigned to duty. These wonderful departures from the customs of countries speak words for this Government, and render comment unnecessary.

I am, Sir

Your ob^t servant

Charles A. Dunbar

Chargé d'affaires ai

ack

DEPARTMENT OF STATE
RECEIVED
MAY
24
1872

dup Pratt

No 26. U. S. Legation, Japan,

March 29, 1872

Mr. Shepard, Chargé d'affaires ai.

To the Dept of State

Subjects Despatches re ceived

Abstract of contents

Despatches Nos 128 & 129 to Mr.

DeLong, No 1. to myself; Presidents

Proclamation & circulars Nos

14 & 15, received.

No. 26. U.S. Legation, Japan,
March 29, 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir.

I have to acknowledge receipt of Dispatches to Mr. DeLong, Nos. 128 and 129, also your No. 1, to myself. The Proclamation of the President, dated December 19, 1871, together with Department's Circulars Nos. 14 and 15, also came to hand.

I am, Sir,
Your obt. servant
Charles O. Shepard
Chargé d'affaires ai.

U. S. Legation
Japan, Mar 29/72

C. Shepard
Chargé d'affaires

No 26.

Enclosures None

Recd.

acknowledging
Despatches.

RECEIVED
MAY 24 1872
DEPARTMENT OF STATE

Mr Brooks

Ex

action
Inclosure sent
in the absence
in which the Secretary
has called
May 24

No 27 U. S. Legation, Japan,

Yokohama March 30 1872

Mr. Shepard, Chargé d'affaires ad.

To Dept of State.

Subject Reply to Circular No. 14.

Abstract of Contents

No public documents or libraries
but two state papers in
Japan.

No. 27.

U. S. Legation, Japan,
March 30, 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington,

Sir:

I regret that owing to the peculiar state and construction of this Government it is quite impracticable to meet the wishes of the Department, as expressed in Circular No. 14.

There are no public documents nor public libraries in Japan and the few state or public papers which come to light are not of a series, and in

themselves, are of little value

to the Department.

Inquiries such as I can gather,

I shall take pleasure in for-

warding; but in the present

state of the Legation, shall

be obliged to do so without

translations.

I am, Sir

Your obt servant

Charles B. Shubard

Chargé d'affaires ai

DEPARTMENT
RECEIVED
April
1
1872
OF STATE

Dr Pratt.

Washington Apr 1. 1872.

Sir

I have the honor to acknowledge the receipt of Department letter of date the 20th ults. enclosing a commission as Interpreter to the Legation in Japan. with accompanying papers.

In accordance with your instructions, in accepting the said commission, I have the honor to return herewith.

The original Letter of Credit,
with my signature affixed.—

The oath of office I executed and left in the Department on the 31st ults.

I have the honor to remain

Sir

Very Respectfully
Your obedient Servant
Nathan Allen
Interpreter

Hon Hamilton Fish
Secretary of State U.S.
Washington D.C.

Auditor
to Dep Bureau
Interior

Dr Pratt.

Washington April 6th 1872

Mr Nathan Pratt

to Department of State

Contents; Acknowledging rect of
dispatch of April 5th and inclosing
certificate relative to delivery of credit
for salary as Interpreter

Inclosure

1. Certificate of sum recd of Letter of
credit.
2. Letter of credit to Messrs Glenn
Stahlschmidt & Co in my favor

Washington April 6th 1812

Sir

I have the honor to acknowledge the receipt of your dispatch of yesterday's date and as I have not made use of the letter of credit issued in my favor to Messrs Clemm Hatfield & Co. London. I have the honor to return the same, with certificate as requested, and I shall await further instructions in regard to drawing my salary after leaving Washington

With assurances of thanks for your past kindness.

I have the honor to be Sir

Very Respectfully

Jno. H. Seward

Nathaniel Pitts

Interpreter.

Hon. Chas. Hale

Assistant Secretary of State

Washington D.C.

Washington DC.

April 6th 1872

I hereby certify that I have
not made any use of the Letter
of Credit issued on the 30th ultimo
to Messrs Clemens Habicht & Co
London. in my favor. for Salary
as Interpreter to the United
States Legation in Japan.

Yours &c
Nathan Brown
Interpreter

Hon Charles Hale
Asst Secretary of State
Washington D.C.

Nathaniel Rice Intendente
to
Department of State
April 6. 1892

Certificates

Duplicate

Department of State

Washington, March 30 1872.

Messrs. Clews, Habicht & Co.

Bankers,

London, England.

Gentlemen,

Mr. Nathan E. Rice

appointed Interpreter to the Legation of the United States in Japan.

is authorized to draw upon you for his Salary at the rate of $2,500.00 dollars per annum as it may become due at the termination of each quarter of the fiscal year during the time that he shall hold office under such appointment and for such time thereafter as shall be necessarily occupied in making the transit from his post of duty at Yokohama. to the United States.

You are requested to honor his drafts accordingly. For your security his signature is annexed. This credit will become void in case the appointee be suspended by the President of the United States.

I am Gentlemen

Very respectfully &c.

The Signature of

Nathan E. Rice

F. Fish

Southern Claim Commission

to

Department of State

about 6. 1872

Duplicate

Letters of Credit.

To Mr Moran

file this

Simms

Sub

adtn

adtd

Mr. Pratt

DEPARTMENT OF STATE
RECEIVED
MAY
1872

No 28. U.S. Legation, Japan.

April 10, 1872

Mr. Shepard, Charge d'affaires a.i.

To the Dept of State.

Subject Kioto Exhibition

Abstract of Contents

The Exhibition - its object and effect. General Notification and Rules and Regulations enclosed.

No. 28.

U. S. Legation, Japan,
April 10th 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir.

A great concession has been made by the Japanese Government in the admission of foreigners to the sacred city of Kioto during a Fair or Exhibition to commence on the 17th inst, and to last for fifty days. The Exhibition is not exactly a government affair, but it would seem that the authorities have taken this occasion to test alike the feelings of the Japanese people and the con-

duct of foreigners.

Heretofore only Ministers and suites have been allowed within its limits, and to my mind further general priviledges will greatly depend upon the conduct of visitors at the coming Fair. Taking this view, I have given the Consul at Hiogo particular instructions, and issued the
1/28 enclosed general notification.

I enclose also Rules
2/28 and Regulations for the admission of foreigners to Kioto.

I have and shall continue in my intercourse and intercourse with Government officers, to do and say all in

1/

my power toward enlarging and multiplying these concessions and shall exert myself to the utmost that none of my countrymen abuse the privileges and confidence given.

Adventurers from every country swarm to Japan and it is only from them that I fear trouble.

I am, Sir,

Your obt servant

Charles A. Dunning

Charge d'affaires ai.

Enclosures.

No 1. General Notification

2. Rules and Regulations.

U. S. Legation
Japan. April 10/72.

O. Shepard
Charge d'affaires

No 28.

Enclosures Two.

Recd.

Kioto Exhibition

United States Legation, Japan,
April 9, 1872.

AMERICAN CITIZENS desirous of visiting Kioto during the coming EXHIBITION, will, upon personal application to the Consul for the United States at Hiogo, be furnished with the requisite Pass, and shown the Rules laid down by the Japanese Government for admitting persons to that city.

Information concerning Guards, Hotels, transportation, and care of property intended for exhibition, will also be given by the Consul. Persons accepting Permits, do so subject *entirely* to the Rules above spoken of, and violation of them will not only seriously prejudice future concessions of a similar nature, and bring disgrace upon Americans, but will be punished in a most *speedy* and *summary* manner. Although believing the conduct of my countrymen will show this caution to have been superfluous, I still feel it my duty to *warn* and thus *prevent*.

CHARLES O. SHEPARD,
Chargé d' Affaires a. i.

Enclosure

U. S. Legation, Japan,

With Drs. No 28.

Notification

No. 1

April 4 1872.

RULES
FOR ADMITTING FOREIGNERS TO KIYOTO.

Regulations for admitting the foreigners to Kioto.

The opening of the exhibition to be held in Kioto will be the 10th day of the Japanese 3rd month, and it will last fifty days.

During that period the foreigners are permitted to visit Kioto with free admittance to the exhibition.

Any foreigners, who desires to visit Kisto, shall obse-rue the following three conditions.

1st For the distribution among the applicant, the consul of the respective nationalities in Osaka and Hiogo will be furnished with the necessary pass, on which he will describe the number.

the name of applicant and of the nationality, and he (consul) will affix the stamps thereonto.

When the inspection of pass for Kioto should be required by different places, the holder shall exhibit it, any one who refuses to be inspected, or holds no pass, is not allowed to

proceed to Kioto.

2nd The foreigners are not allowed to make excursion beyond the district under the jurisdiction of Kioto Fu during their stay there. The shooting and firing the guns within Kioto Fu and on the road to Kioto is prohibited, and the foreigners may not enter

the places, which are closed
for the public.
The Foreigners are permi-
tted to visit the Biwa
lake in the province
Omi, though it lies beyond
the jurisdiction of Kisto
Fu.
Their excurtion to Biwa
lake is limitted to Yeiko-
ne in east, to Kusatsu

in the south and to Kata
ta in the north.

3rd Any one, who wishes
to exhibit his articles in
possession, is required to
present previously his
applicantion through the
consul of its nationality
to the Gouernment office
of either Osaka or Hiogo fo
r further directions.

such exhibiter is allowed to visit Kioto prior to one week of opening the exhibition, and he may stay there one week after the close of exhibition.

During the exhibition Guards will be furnished by the Kioto Fu to guard foreigners visiting Kioto, they will be on duty day and Night.

To distinguish them each guards man will have the following annexed mark around both cuffs of the sleeves of his coat.

Should any foreigner be attacked or be treated impolitely or lose his way or have any defficulty of any kind whatever he will apply to them and they must assist him. Immediatly on arrival at their hotel foreigners must show their passes to the guard gieing them permmission to visit Kioto.

Meiji yonen Nigwats

Kioto Fu.

袖印

又狼藉亂妨シタル者ハ此ポリス取締リスヘシ

因テ入京ノ外國人ハ旅宿ヘ着ノ節兼テ渡シ置

夕入京免許ノ印鑑ヲ以テ應此ポリスニ示スベシ

明治五年二月

京都府

GUARD.

博覽會ノ節入京ノ外國人ヲ保護スヘキ為メ京
都府廳ヨリポリスヲ置キ日夜巡廻サセムヘ
シ其ポリスハ両袖ニ左ノ雛形ノ通リ印ヲ付ク
ヘシ萬一外國人ヘ狼藉無作法ヲ仕掛ル者アル
カ又ハ外國人道路ニ迷ヒ或ハ俄ニ病氣等差發
ルコアルトキハ其外國人ヨリ直ニ此印アル人
ヲ目的ニ其趣申聞セハ可成丈懇ニ取扱フベシ

スヘシ

一會場へ所持ノ品差出度者ハ前以テ自國領事ノ手ヲ經テ大坂兵庫ノ内官廳へ申出其指圖ヲ受ベシ尤品物差出スモノハ開場一週日前ヨリ入京シ閉場後一週日滯京ヲ許スヘシ

キ事アラハ之ヲ示スヘシ其檢查ヲ拒ム者或ハ其切手所持セサル者通行ヲ免サズ

一滯京中遊歩スルハ京都府管轄外ニ出ルヲ許サス府内ハ勿論入京ノ途中遊獵発砲ハ一切之ヲ禁ズ及ビ都テ諸人ノ立入ルヲ許サヾル場所ヘ入ベカラス

但江州琵琶湖ハ京都府管轄外トイヘトモ遊覽スルコヲ許スベシ尤其期程ハ東ハ彦根南ハ草津驛北ハ堅田迄ヲ限リト

外國人入京規則

一京都ニ於テ博覽會開場ノ日ハ来ル三月十日ヨリ以テ初トシ此日ヨリ五十日ノ間外國人入京縱觀ヲ許スベシ但入京ヲ願フ者ハ左ノ三条ノ規則ニ從フベシ

一大阪兵庫両所ニ於テ其自國ノ領事ヘコノ入京切手ヲ渡スヘシ領事ヨリ之レニ其國名人名番号ヲ記載シ其印ヲ押シ願人ヘ配達スベシ但シ入京ノ間所々ニテ右切手ヲ檢査スベ

外國人入京規則

HOTEL REGULATIONS, AND RULES

FOR THE DIRECTION OF EXIBITORS.

KIYOTO, HAKURAN KAISHA.

Rules for the direction of
Exhibitors.

It is requested that all
exhibitors comply with the
following regulations viz:

1st All articles to be exhi-
ited showed have the owners
name and residence mark-
ed on them also their partic-
ulars.

2ond All articles for sall

should have their prices marked on them, and those not for sell should be so marked.

3d. New discoveries and strange machinery should have their discription and mod of use attached.

4th. The "Kaisha" committee of exhibition will give a receipt for all articles delivered for exhibition: after

the exhibition has finished
on delivery of the receipts the
articles will be returned.
5th A small percentage
over and above the marked
price will be changed on all
articles sold to help defray
the expenses of the exhibition.
6th Articles which are not for
sale at the close of the exhibi-
tion will be returend with

a small present for kind-
ness in the use of the same.
7th. At anytime during ex-
hibition if an exhibitor sho-
uld wish to withdraw he
will so represent to the "Ka-
isha" when they will return
his goods on delivery of the
receipt.
8th. Exhibitor will give the
particulars of their articles

together with a translation
of the same to the "Kaisha"
previous to the exhibition.
Judges will be appointed to
decide on the various articles
exhibited.,

Meiji Gosenng jin shin
Nigwatz
Kioto Sakuran Kaisha

Foreigners who intend visiting Kiyoto exhibition should previously (those of Kobe) go to the committee of exhibition office at Higashi Honmachi Kawase Kaisha; those of Osaka to Kawaguchi, Funaagareba, and stating their name and nationality say when they propose to go to Kiyoto, in order that-

Hotel arrangements may be made for them. The committees flag will be displayed at both these places, and also at Yodo Fushimi and Imukai — machi where they can obtain guides for the Kioto Hotels.

The Hotel fares will be divided into 1st 2nd and 3d classes and ——

charges as before enumerated.

By order of the Hakuran Kaisha

Meiji go neng Nigwatsz.

The exhibition Flag.

The Hotel-"Nakamuraya"-will be open for the reception of foreigners during the exhibition. The following is the list of charges-for Board and Lodgings-Wines &c extra.-

1st " Class. 4 Riyos.
2nd " Class. 3 Riyos.
3d " Class. 2 Riyos.

1st " Class.

Break-fast.

Coffee.
Milk.
Bread.
Sugar-loaf.

Dinner

Fish

Eggs.

Beef-steak.

Game-stew

Potatoes.

Vegetables

Cakes.

Fruits.

Coffee.

Bread.

Sugar-loaf.

Supper.

Sup.

Fish.

Chop. (mutton,)

Salad.

Roast-beef.

Vegétables.

Cakes.

Fruits.

Coffee.
Sugar-loaf.
Bread.

2nd " Class

Break-fast.
Coffee.
Milk.
Bread.
Sugar-loaf.

♀

Dinner.

Fish.

Eggs.

Stew (mutton),

Beef-steak.

Potatoes.

Vegetables.

Cakes.

Fruits.

Coffee.

Sugar-loaf.

Bread.

Supper.

Soup.

Fish.

Bird.

Roast-beef.

Potatoes.

Vegetables.

Cakes.

Fruits

Coffee.
Sugar-loaf.
Bread.

Third Class

Break-fast.
Chinese-tea.
Sugar-loaf.
Milk.
Bread.

Dinner.

Soup.

Fish.

Eggs.

Beef-steak.

Vegetables.

Cake.

Fruits.

Chinese-tea.

Sugar-loaf.

Bread.

Supper.

Sup.

Fish.

Roast-beef.

Vegetables.

Cake.

Fruits.

Chinese-tea.

Sugar-loaf.

Bread.

Yours obedient,

Hotel Master.

L. Fezzi.

上ビール
中白ブトウ酒
ジン
以上

シェリー
キュラソー
コンニャル

宿主　辻重三郎敬白

パン
ソツフ
牛サカナ
ローストビーフ

タ

精物ニ色
菓子一色
菓物ニ色
南京チヤウ
捧サトウ

ノ

右之通ニ御坐候尤御酒ノ儀ハ別段ニ代料御拂
可被下候酒品付左ノ通

船来酒品書

上シヤンペエーン
中
上フランテン
中

上ブドウ酒
中
上リキユール酒
中

夕

パンフサツトカツナリ

牛ローストビーフ

唐芋

メ

下献立

朝

南京チヤパン

昼

パンレツテキ

サツマイモカツナプ

牛玉子

精物二色

菓子二色

菓物二色

コーヒー

摂サトウ

精菓子物二色

菓南京物二色

摂サトウ

朝

鶏チヨップ
魚サラッド
豚ローストビーフミー

メ

中献立
コーヒ
パン

菓物二色
コーヒ
棒サトウ

昼

パサカナン
鶏玉子
豚ストウ煮
ビーフステキ
羊唐

精物二色
菓子三色
菓物二色
コーヒ
棒サトウ

棒サトウ
チヽ

好ニ随ヒ可成丈丁寧ニ御引請可仕候間賑々敷
御入来奉希候

上献立

朝　コーヒ　パン

昼　サカナ　パン
　　タマゴ　棒サトウ
　　羊ビーフテーキ　チヤ
　　兎シチユーソ
　　唐芋　コーヒ
　　棒サトウ

夕　精物二色　精物三色
　　菓子三色　菓物二色
　　菓子三色

此度京都博覧會ヘ外國ヨリ御来臨ノ御方ハ私
方ニテ御宿引請可仕候御賄ハ一日御一人前上
中下直段書左ノ通リニテ御坐候

上賄直段　金四圓
中同　金三圓
下同　金二圓

右之通ニ御坐候得トモ日々献立ノ儀ハ組替可
申候尤宿料等モ此内ニ相篭リ居申候其他ハ御

明治五年二月

京都博覧會社敬白

向日町大鳥居前　津國屋平左衛門

一京ノ旅館ハ洛東知恩院山内ニホラフヲ立テ置十リ

一宿料ハ上中下ノ三等アリ尤客ト宿主ト約シテ宿シ玉ヘ元来不慣ノ宿主故ニ客意ニ不適ヲ恐ル然ドモ諸事客ニ問ヒ正直ニスベシト宿主ヘ示シ置キタレドモ雑沓ナレハ若不行届ノアラハ怒シ玉ヘ

一右三等ノ價其飲食ノ品ハ宿主ヨリ上書ニ記ス

一旅館案内ノ方ハ左ノ三ケ所ニ右ノホラフヲ
立置ケル客人其家ニ到リ名ヲ示シ玉ハヽ直
ニ京ノ旅館ヘ導クベシ

伏水京橋　亀甲屋善九郎
淀小橋北詰　宇野伊策

海外諸客入京投宿手續書

博覽會へ来客便宜ノ為ニ會社ヨリ左ノ所ヘ出張リ客到レハ其國号人名ヲ認メ又何日入京トノコヲ聞早ク京都ヘ報知スレハ宿主用意シテ客ノ来ルヲ待受ベシ

神戸東本町　為替會社

大阪川口　船上リ場

右二ケ所ニ如圖ホラフ建置テ目票トス

拂フ故ニ其原價ヲ切手引替ニ渡スベシ

一賣ラサル品ハ終會ノ節薄謝ヲ添テ返スベシ

一會イマダ終ラサルニ品物請取度者ハ其由ヲ云ベシ預リ切手ト引替ニ何時ニテモ返スヘシ

一外國人ヨリ品物ヲ出ス節ハ原書ニ和譯ヲ添テ差出スベシ其餘手續ハ前條ト異ナルコトナシ

右箇條ヲ躰シ品物ヲ多ク差出シ各國ノ公許ヲ受ケ且此會ノ盛大ナラシメンコトヲ伏而希フ而已

明治五年壬申二月　京都博覽會社

博覧會へ品物差出シ方

一此會へ差出ス品物ハ其持主ノ名所并来由ヲ記スベシ

一賣品ハ其價ヲ記シ賣ラザル品ハ其由ヲ記スベシ

一新規発明ノ品又ハ世上希有ナル物品機關等ハ用ヒ方ヲモ記スベシ

一品物ヲ出サバ會社ノ預リ切手ヲ渡シ置ヘシ會終ラバ右切手引替ニ品物ヲ返スベシ

一會場ニテ賣拂ノ品ハ入費ヲ加ヘ筭當シテ賣

博覽會江品物差出ニ方
海外諸客各京投宿手續書
京都
博覽會社

Ans
Sept 25 acke

Mr Pratt

DEPARTMENT OF STATE
MAY 24 1872
RECEIVED

No 29. U. S. Legation, Japan.

April 11th 1872.

Mr. Shepard Charge d'affaires a.i.

To Dept of State.

Subject Attempted assassination of the Tenno.

Abstract of Contents

Causes of the rumor: dissatisfaction among certain classes, and the causes, the stability of the Government &c.

No. 29.

U. S. Legation, Japan,
April 11th 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington

Sir:

The past month has been rife with rumors of plots against foreigners, intrigues against the Government and attempts upon the Emperor's life. The first and second reports have taken no form, but the third seemed for a time, to have some foundation.

On the morning of the March 26th the startling announcement was made that a large number of armed

men, had, on the previous
evening, attempted to enter
the Castle for the purpose
of assassinating the Dairo
(Mikado.) & immediately
started for Yedo, and upon
arrival at the Foreign office
received the following version,
which subsequent develop=
ments confirm and which &
are satisfied is nearly, if not
entirely correct. About 5½
o'clock a.m. of March 26th,
two men, in the garb of priests,
and carrying swords, present=
ed themselves at the large
gate leading to the palace and
demanded to see the Dairo.
The guard refused, whereupon

two of them drew their swords, but before any demonstration could be made, were fired upon and five out of the ten killed. The remaining five were made prisoners and upon examination say they had no idea of violence to his Majesty, and only wished to lay their grievances before him in person.

They belong to one of the eight sects of the Buddhist belief (formerly the Government religion of Japan) and are # from the province of Shinshu.

Their complaint is that their temples are neglected; that their religion is de=

generating, and that the Christian belief is gaining ground without interference from the Government.

They claim that formerly Japan was pure and holy, but that now, by the influence of foreign example, the people eat meat and indulge in all kinds of unholy food, that formerly their priests lived lives of holy celibacy, but now are "married and given in marriage." This is their story in brief. They say their leaders were both killed, and that they came under a terrible threat of vengeance from the gods, did they refuse. That their leaders

do not fully confide in them all agree, and most strongly affirm that no violence to the Sovereign was contemplated.

In their assertion that the Government is allowing the matter of the Christian religion to go by default, they are, I believe, correct. A Christian Church composed of Japanese only, has lately been founded in Yokohama, and the people attend divine service with but little hesitation.

I have avoided mentioning the subject to the Government; as they would of course, feel bound, in self

defence, to take steps, were it brought to their notice, but certainly the Government must wink at it, else no such freedom would be indulged in.

I hope, and there is reason to believe that the whole Christian question will thus gradually solve itself.

That there is an uneasy feeling - a discontent among the ex-princes and their retainers, who have been shorn of their power, cannot be doubted, but the Government so studiously withhold information that opinions upon its stability must be-

mere speculation founded upon garbled statements, and deduced from every day occurrences.

Old sectional jealousies and clannish distrusts exist to no small extent among the officers, nor with the present generation can we expect it to be otherwise, and still in the face of all this, I believe the Government to be upon a comparatively firm foundation - able to put down any probable insurrection and growing stronger day by day.

I do, and wish to believe in both the Government and the

people- I am convinced that the so called "outrages upon foreigners," are in most cases the legitimate results of their insulting, insolent conduct and in order that my practice may not contradict my theory, I declare the guard prepared upon me while going about Yedo, believing as I do that this earnest of my confidence will result in good to my government and entail no injury upon myself.

I am, Sir

Your obt servant

Charles L. Leland

Charge d'affaires a.i.

(Copy)

FOREIGN Relations '72

DEPARTMENT RECEIVED MAY 24 1872

No 30. U. S. Legation Japan.

April 13th 1872.

Mr. Shepard, Charge d'affairs ad. int.

To Dept of State.

Subject. Fire at Yedo, April 3d

Abstract of Contents.

6000 houses destroyed. 50000 persons homeless; space destroyed four miles by two.

No. 30.

U.S. Legation, Japan.
April 13. 1872.

Hon. Hamilton Fish.
Secretary of State.
Washington.

Sir:

On the afternoon and night of april 3d, the most disas= trous fire within the memory of its inhabitants, occurred in the City of Yedo. The space over which the fire passed was fully four miles by two, the number of houses destroyed not less than 6000, and the number of persons rendered homeless nearly 50,000.

Seventeen Government offices and Sixty temples or

places of worship were destroyed.

The loss in property is comparatively slight, as the buildings were small and of cheap material.

Diminutive fire-proof mud-houses, called "godowns," from 18 to 24 inches in thickness, are attached to nearly all stores, and in these valuables are generally placed, in case of fire. Upon this occasion they were particularly serviceable, and now stand like tomb-stones in a cemetery - the only monuments of the past.

Rice is served out daily by the Government, and steps

are being taken to re-build in a more substantial manner.

Probably not to exceed 60 lives were lost, but it is a disaster for Yedo only equalled by the tidal wave of 1854.

I am, Sir,

Your obt servant,

Charles A. Dunfand

Chargé d'affaires ai

U.S. Legation
Japan, April 15/72.

C.O. Shepard
Charge d'affaires

No 30.

Enclosures none

Rec'd

Fire at 4:00.

Ext

No 31. U.S. Legation, Japan.

April 15, 1872.

Mr. Shepard, Charge d'affaires ad.

To Dept of State.

Subject. Treaty between China and Japan.

Abstract of Contents.

Enclosing copy of Treaty. copy of Letter to Ministers of Foreign affairs and their reply concerning alleged alliance of-fensive and defensive.

No 31.

U. S. Legation, Japan,
April 15th 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir:

Months ago an impression prevailed, that an alliance "offensive and defensive," had been or was about to be entered into between China and Japan. A Japanese embassy or commission was known to be in China, and upon the strength of universal suspicion Mr. DeLong addressed the Japanese Ministers for Foreign affairs upon the subject.

They denies its truth

and with the exception of
vague rumors the matter
there rested until the latter
part of March, when a trans-
lation of a Treaty appeared
1/31 in the "North China Herald"
(Enclosure No 1.)

Article 2d appeared rath-
er ambiguous to say the least,
and might easily be construed
into something objectionable.
In order to obtain tangible
facts upon which to act, I ad-
dressed the Government (En-
2/31 closure No 2.) and shortly re-
ceived from them in reply
3/31 Enclosure No 3.

In a subsequent in-
terview, I enquired of the

Ministers, that as the Section was liable to unpleasant construction, it might be better to omit it entirely, being to my mind entirely superfluous, and that the extending of friendly offices was a thing which might certainly be taken for granted. This view seemed to strike them favorably, and as the Treaty has not yet been ratified, they assured me my suggestion should be adopted

At their request I pointed out several desirable amendments, and during the present month an officer will be despatched to put the matter upon a more

satisfactory basis.

I am, Sir,

Your obt servant

Charles D. Dickerman

Chargé d'affaires ad int.

Enclosures

No 1. Copy of Treaty

" 2 Copy of Letter Ministers for Foreign affairs

" 3 Copy of their reply.

[illegible] and

[illegible] translation of [illegible], between [illegible] Plenipotentiaries [illegible] Prince Kung. The [illegible] provisions [illegible] commerce, based on [illegible] others they [illegible] are perfect [illegible] has not yet been [illegible] possible that it may [illegible] regards the [illegible] amongst [illegible]

(Translation.)

China and Japan have long been friendly; but now desire to improve their relations and to render them permanent. There have therefore been appointed on the part of China as Plenipotentiaries His Excellency Earl Li Hung-Chang, Commissioner for Commerce, Guardian of the Heir-apparent, Chancellor of State, President of the Board of War and Viceroy of Chihli; and on the part of Japan, Tsung Hsi, Minister of state, in conjunction with E and Tsh, each in accordance with instruction from their respective Sovereigns, to confer together and deliberate on articles of agreement to be observed perpetually and without infringement, by each State; and they have agreed as follows.

I.

Henceforward China and Japan shall draw closer to each other; and to render their friendship endurable the behaviour of each towards the other shall be that of mutual respect, without deprecation on either side. Thus lasting peace shall be maintained.

II.

China and Japan being friendly, either shall, in case of experiencing injustice or wrong from another State, be entitled to assistance or good offices from the other.

III.

The laws of the two countries being different, neither shall seek to impose its own views on the other; but each shall afford mutual protection to merchants and people, and no violation of the law by residents in either country shall be allowed.

IV.

The Ambassadors of each country shall, with their families and suite, have access to Peking and Yeddo respectively, either for permanent residence or on a visit. Each ambassador shall bear his own expenses; and shall be at liberty to rent houses or land for official purposes. Each shall have facility for the carriage of his effects, and for sending despatches, &c.

V.

Although the officials of each country have grades of rank, these do not exactly correspond. It is agreed therefore that Chinese who are about the same rank shall correspond on terms of equality. Those in subordinate positions shall give precedence to those in higher rank, and shall accord to them the due ceremonies. Despatches shall be addressed, by either side, to an officer of corresponding rank with the writer, and not to a higher official. In case of interviews, the rank and name of the visitor must appear on his card. When a Japanese official first arrives in China, he shall at once address to the local authorities a communication bearing his seal, to guard against forgeries, and vice versâ.

VI.

Correspondence between the two States shall be carried on henceforward, by China in the Chinese character, and by Japan in the Japanese character with a copy in Chinese, or in Chinese alone as the Japanese government may find convenient.

VII.

The two States shall indicate to each other, respectively, the ports in each which are open to foreign trade; and to which subjects of either may go for trade, subject to regulations which shall be conformed to.

VIII.

The two States may appoint Consuls at each of these open ports for the control of their respective subjects. All questions, of litigation, administration of property, &c., arising among their own nationals, shall be determined by the Consuls, according to their own laws. In questions where subjects of both countries are concerned, the complainant shall address a petition to the Consul of the accused, who shall first endeavour to bring about a settlement of the case; and, failing this, shall acquaint the Local Authorities, who will investigate it, arrest offenders, and recover debts; but who shall not be required to mak e good the losses of individuals.

IX.

If either State have no Consul at a Treaty Port, its subjects who may be resident there, shall be subject to the Local Authorities. In case of offences being committed, the Local Authorities shall investigate them and arrest, culprits, so far as their own subjects are concerned; or on the other hand submit the case to the nearest Consul for adjudication.

X.

The subjects of either States residing at the open ports are not to carry swords nor other weapons. Those offending in this respect shall be punished, and their arms confiscated. Subjects of either State residing in the territory of the other must each mind his own business; and, whether his stay be long or short, he shall be subject to his Consul's control. He shall not change his costume, nor present himself at the competitive examinations, causing confusion.

XI.

Subjects of either State flying from justice to the territory of the other shall be sought for by the local authorities, who shall give information, in case of capture, to the Fugitive's Consul, and arrange for his deportation.

XII.

Subjects of either country, residing at the treaty ports of the other, who are guilty of crime, or who go into the interior with firearms and kill people, shall be arrested by the Local official, and handed over to their Consul with a statement of their offence. If they resist the officer sent to arrest them, they may be slain on the spot; but their Consul shall be informed of the circumstances and be given opportunity for investigation. If such case occur in the interior beyond the Consul's cognisance, a complete statement shall still be given to him. Offenders arrested at an open port shall be tried by the Local official and the Consul acting conjointly. If an offender be arrested in the interior, the Local official shall try him, informing the Consul of the circumstance. If subjects of either State assemble riotously in the territory of the other, to the number of the ten or upwards, and persuade or invite the natives to co-operate with them, to the public injury, the Local Authorities shall forthwith apprehend them. In such a case the Consul shall be informed and shall co-operate. If it occur in the interior, the Local Authorities shall adjudicate on the spot, informing the nearest Consul of their proceedings.

XIII.

The war-vessels of either State may resort to the open ports of the other, for the protection of their national; but not to other ports, nor to inland waters, unless driven to do so by distress. Infringement of this prohibition shall be punished.

XIV.

If either State shall be at war with another Power, it may close its ports and temporarily suspend trade, on giving due notice. Vessels coming or going must not suffer intentional harm. Chinese residing in Japan, or Japanese residing in China, shall not, in such case, take side with either of the belligerents.

XV.

Each State agrees to prohibit its Consuls from engaging in trade: neither shall they be allowed to act as Consuls for other treaty Powers. If a Consul misbehaves, his Minister shall recall him, upon due evidence being furnished of the fact; so that no individual may disturb harmony between the two countries.

XVI.

Each Country having a distinguishing flag—if a vessel belonging to either employ the flag of the other, such vessel and its cargo shall be liable to confiscation. If the offender be an official he shall be degraded

XVII.

The books of either country may circulate freely in the other; and may be purchased by its subjects.

XVIII.

These articles are agreed on, in order to prevent misunderstanding, and preserve friendly relations. In token whereof, the Plenipotentiaries affix their respective seals. When the treaty has been approved by the Emperors of China and of Japan, and ratifications have been exchanged, it shall be promulgated throughout each country, in order that the officials may become acquainted with it, and uphold its provisions.

In the 10th year of Tung Che.

In the 4th year of Ming Chi.

U. S. Legation Japan

With Dis No 31.

Treaty between China and Japan.

Ab 1

1875.

Copy

U. S. Legation, Japan.

March 27, 1872.

Your Excellencies:

Three or four days since there appeared in the newspapers translation of a Treaty said to have been concluded between China and Japan, in which appears the following extraordinary clause, "China and Japan being friendly, either party shall, in case of experiencing injustice or wrong from another State, be entitled to assistance or good offices of the other."

This, if true, might be construed into an "alliance offensive and defensive," and the object of this note is to en-

guire of Your Excellencies as to the truth or falsity of the rumor.

I have the honor to be
Your obt servant
Signed O. Shepard
Chargé d'affaires ai.

Their Excellencies
Sayasuma Tamomi
Terashima Munenori
&c. &c. &c. His Ministers
for Foreign affairs

Inclosure

U.S. Legation Japan.

With Dis No 31.

Letter from Mr.
Shepard to Minister
of Foreign affairs.
Concerning China
Treaty.

No 2.

March 27, 1872.

Translation

Copy

Foreign Office

Tokei, the 2d of 3d month

of the 5th year Meiji.

Sir:

We beg to acknowledge the receipt of your note of March 27th 1872, stating that the translation of Treaty concluded between Japan and China appeared in the newspapers, and that article II of the Treaty, if true, is an alliance offensive and defensive, and also inquiring whether this is true or not.

In reply we beg to say that article II of the Treaty in Chinese version is similar to the clause of Treaty made between the United States

of America and China, and it is not alliance, as you say.

The Japanese Government however have duly considered your note and determined to open negotiation regarding omission of the objectionable clause in question by means of an official who will shortly be despatched to China.

With respect consideration

(Signed) Soyeshima Tanemi

" Terashima Munenori.

H. I. J. His Ministers for Foreign affairs.

To

C. E. Shepard. Esq

U.S. Charge d'affaires.

Adv Mer 25 ack

DEPARTMENT OF STATE RECEIVED FOREVER MAY 24 1872

Dispatch

No 32. U. S. Legation, Japan.

April 16. 1872.

Mr. Shepard, Chargé d'affaires ai.

To Dept of State.

Subject "Kens" or districts.

Abstract of Contents.

Encloses List of Kens and explains manner of appointment of Governors.

No. 32.

U S Legation, Japan.
April 16th 1872.

Hon. Hamilton Fish.
Secretary of State.
Washington

Sir:

Enclosed I have the honor to hand you list of the "Ken" or districts into which Japan has been divided under the new regime.

That the Daimios have ceased to exist, Mr DeLong months ago advised the Department, but particulars of the new divisions have not I am sure been forwarded. The seventy-four "Kens" are administered by Governors

elected by the Central Govern-
ment without reference to
locality. - Northern men
govern Southern "Kens" and
vice versa.

My ideas concerning
the stability of the Govern-
ment and the feeling toward
foreigners I have given in
another dispatch.

I am Sir
Your obt. Servant
Charles D. Blackmore
Chargé d'affaires ai.

Enclosures.
List of the Kens.

東京府 Tokio Fu
京都府 Kioto Fu
大阪府 Osaka Fu
神奈川縣 Kanagawa Ken
兵庫縣 Hiogo Ken
埼玉縣 Saitama Ken
新潟縣 Niigata Ken
千葉縣 Tchiba Ken
群馬縣 Gunma Ken
栃木縣 Totchigi Ken
茨城縣 Ibaragi Ken
長野縣 Nagano Ken
山梨縣 Yamanaschi Ken
岐阜縣 Gifu Ken
愛知縣 Aitchi Ken
三重縣 Mie Ken
滋賀縣 Siga Ken
京都府 Kioto Fu
大津縣 Otsu Ken
奈良縣 Nara Ken
和歌山縣 Wakayama Ken
堺縣 Sakai Ken
大阪府 Osaka Fu
兵庫縣 Hiogo Ken
岡山縣 Okayama Ken
廣島縣 Hiroschima Ken
山口縣 Yamaguchi Ken
島根縣 Simane Ken
鳥取縣 Tottori Ken
愛媛縣 Ehime Ken
高知縣 Kotchi Ken
德島縣 Tokushima Ken
香川縣 Kagawa Ken
福岡縣 Fukuoka Ken
長崎縣 Nagasaki Ken
佐賀縣 Saga Ken
熊本縣 Kumamoto Ken
大分縣 Oita Ken
宮崎縣 Miyadzaki Ken
鹿兒島縣 Kagoschima Ken
沖繩縣 Okinawa Ken
秋田縣 Akita Ken
山形縣 Yamagata Ken
福島縣 Fukuschima Ken
宮城縣 Miyagi Ken
岩手縣 Iwate Ken
青森縣 Aomori Ken
北海道 Hokkaido
函館縣 Hakodate Ken
札幌縣 Sapporo Ken
根室縣 Nemuro Ken
十勝縣 Tokachi Ken
北見縣 Kitami Ken
石狩縣 Ischikari Ken
留萌縣 Rumoi Ken
天鹽縣 Tenpo Ken
利尻縣 Risiri Ken
宗谷縣 Soya Ken
樺太 Karafto

島根縣 Shimane Ken
岡山縣 Okayama Ken
廣島縣 Hiroshima Ken
山口縣 Yamaguchi Ken
德島縣 Tokushima Ken
香川縣 Kagawa Ken
愛媛縣 Ehime Ken
高知縣 Kochi Ken
福岡縣 Fukuoka Ken
佐賀縣 Saga Ken
長崎縣 Nagasaki Ken
熊本縣 Kumamoto Ken
大分縣 Oita Ken
宮崎縣 Miyazaki Ken
鹿兒島縣 Kagoshima Ken
沖繩縣 Okinawa Ken

Enclosure

U. S. Legation Japan.

With Dis No 32.

Seal of Kens

No 1

Mr. Hoar

Same as the Dutch No 96
to Mr Delano here mentioned
C H May 24

DEPARTMENT OF STATE
RECEIVED
MAY
24
1872

No. 33. U.S. Legation, Japan

April 16. 1872.

Mr. Shepard, Chargé d'affaires a.i.

To Dept of State.

Subject. Proposed Consular Jail.

Abstract of Contents.

Approval of Mr. Mitchell's actions in the premises.

No. 33. U.S. Legation, Japan.
April 16. 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir:

In the quarterly account of the Kanagawa Consulate for the 1st quarter of 1872, (forwarded by this mail,) will be found the first expenditure under Section 10, of the act of July 1st 1870. subsequently authorized in Dispt No 96 to Mr. DeLong. Mr. Mitchell will transmit copies of correspondence between us upon the subject, hence for me to send them would be super-

fluous. It is certainly the best arrangement that could be made - is much below the appropriation and will I am sure, secure excellent results. Heretofore in the English jail, which is upon low, swampy ground, the prisoners have been crowded, the result of which has been so much sickness that the "extras" and medicines ordered by the Surgeon, have exceeded in cost the sustenance.

By the temporary arrangement, their health is now improved, and with the exercise and labor which it is directed they shall have, I

am sure a great reduction in disease will result.

The jail now in process of construction, and a plan of which I enclose, has sixteen cells - eight in the 1st and eight in the 2d story, with a corridor running entirely around them. Jailer's quarters, kitchen and servants' quarters are ample, and all the prisoners from the different Counties could be accommodated if desired; if under long sentences I would certainly recommend such disposition of them.

Mr. Mitchell's recommendation concerning a

Medical officer I agree with entirely.

Hopkins my action in the premises will meet your approval.

I am, Sir,

Your obt servant

Charles A. Dunlevy

Chargé d'affaires ai.

Enclosures

No 1. Plan and estimate of Jail.

U. S. Navy

Elevation on Government Street.

U. S. Jail.

Elevation of Tailor's Co.' entrance to the Jail.

Yard.

Bridge of

Round R
10 x 12

Passage

Stone Room
10½ x 9

One Story Stone
Kitchen

Bridge of

Turnkey's Room
12½ x 9

Jailer's
Bed Room
20½ x 13½

8 Cells 10 x 8½

37½

down

down

Room for the detention
of
Indigent Witnesses
20 x 15½

Hall
15

PLAN OF U S JAIL
2nd Floor

Passage 6 ft

Yard

Privy
W. C

Privy
W. C

Boy's R.
10 x 12'

1 Story
Stone Kitchen
12 x 9'

Boy's R.
12 x 9'

Cell No 1. 6 x 12

37'

Passage 5 ft

Coal & Lamp Room.
10 x 9'

Dining Room.
15½ x 14'

Jail Office

15½

9½

4 ft

PLAN OF U. S. JAIL.
1st Floor

Rec'd to Secretary June 5, 1872 Division

Washington City June 26

Mr. Bates

Mr. Simms

DEPARTMENT OF STATE RECEIVED MAY 24 1872

No. 34. U.S. Legation, Japan.

April 17th 1872.

Mr. Shepard, Chargé d'affaires a.i.

To Dept of State.

Subject. accounts.

Abstract of Contents

Encloses Salary a/c.

No. 34.

U. S. Legation, Japan.
April 17th 1872.

Hon. Hamilton Fish
Secretary of State
Washington.

Sir.

Enclosed I have the honor to hand you statement of account for Salary as Charge d'affaires ai., also exchange 1/34 voucher for same. 2/34

Fifteen per cent. of the Minister's salary, added to a sum equalling my salary as Consul, is, I understand, the amount to which I am entitled.

Mr. Mitchell draws the salary of Consul and I have drawn upon the Department

as per account.

I am, Sir,

Your obt servant,

Charles A. Bullard

Chargé d'affaires ai.

Enclosures.

No 1. Salary a/c as Chargé d'affaires

" 2. Exchange Vouchers.

COPY NOT MADE

all that is of sufficient interest to upon should be reported. The dispatches cannot possibly be longer - 10 or 20 pages - Dept to 7 days

DEPARTMENT OF STATE RECEIVED MAY 24 1872

Dr Pratt

No 35. U. S. Legation Japan.

April 20, 1872.

Mr. Shepard Chargé d'affaires ai.

To Dept of State.

Subject Reports to the Dept.

Abstract of Contents.

Asks if matters of local importance shall be reported.

No. 35.

U S Legation, Japan,
April 20th 1872.

Hon. Hamilton Fish
Secretary of State,
Washington

Sir:

Matters of more or less local interest are continually arising, concerning which, I am at a loss to know whether or not the Department desires information. My Nos 2-3-15 19-28 & 30 might be quoted as illustrations.

While I desire to keep the Department most fully informed, I do not wish to fabricate useless dispatches. I fully appreciate the value of

a Premier's time, and having a pride that such dispatches as I do write should meet your eye, I strive to communicate nothing unimportant.

My efficiency and zeal will not be measured by pithonic dissertations and I should ex= cedingly like, for future guid= dance an expression from the Department, concerning the numbers referred to.

I am, Sir,

Your obt. servant

Charles A. Bulgar

Chargé d'Affaires ai.

Ans Aug 25 ack

DEPARTMENT OF STATE RECEIVED MAY 24 1872

do Pratt.

No 36. U. S. Legation, Japan,

April 20, 1872.

Mr. Shepard, Chargé d'affaires a.i.

To Dept of State.

Subject Visit to the interior.

Abstract of Contents

Proposes to visit the tea dis=
tricts during coming months.

No. 36.

U. S. Legation, Japan.
April 20, 1872.

Hon. Hamilton Fish.
Secretary of State.
Washington

Sir:

America absorbs nine-
teen-twentieths of all Japanese
tea exported, and believing an
account of its growth, culture
and preparation would be not
only interesting, but desirable
and profitable, I shall during
the coming month visit the best
tea districts, and by next oppor-
tunity give the Department
the result of my observa-
tions.

I am, Sir.

U.S. Legation
Japan, April 20/72.

C. Shepard
Chargé d'affaires ai.

No 36.

Enclosures none

Recd.

Proposes to visit
the Districts

Your obt. servt
C. Shepard
Chargé d'affaires ai

Copy

No 267. New York City
April 28th 1872.

DEPARTMENT OF STATE. RECEIVED DEC 7 1872

Sir

I have the honor to acknowledge the receipt of your despatch of date the 26th inst with its enclosures asking suggestions from me.

I observe that in the Protocol is contained nothing that is materialy desirable on our part but many things desirable on the part of the Japanese: whilst in the supplementary articles are many matters that we desire and more that I think the Japanese wish. This is entirely different from the suggestions made by Mr. Iwakura to me Sir. conversation with me on one occasion he remarked that if there was no objection to such a course on your part he would ask to append to the Protocol a series of articles embodying views of his own which he had failed to obtain your

concurrence

concurrence viz. I asked him why he wished to do this and he replied at first evasively but finally said he wished to pursue this course to thus prove to His Majesty that he had endeavored to have such articles adopted. I beg leave to urge upon you the propriety of having our amendments embodied in the Protocol and not in supplementary articles that may or may not be decreed by His Majesty at some time in the future. Having first suggested this I will proceed to suggest amendments to the articles in the proposed Protocol.

Article II

Strike out the following language therein to wit

It is stipulated however that they shall submit themselves to the laws decrees and established usages — governing native subjects or citizens. Unless this is done ex territoriality is at once abolished. I would also recommend you to obtain if possible omission of the

the concluding paragraph of Article 2nd relative to the coasting trade: it is greatly in the interest of our people doing business in Japan to have this done.

Article III

Add the following language to this article to wit "the regulation of the several open ports to remain as already provided for in the Treaty to which this is supplementary Dues on vessells if changed from the scale at present provided (to wit fifteen dollars per vessell) and a tonnage due substituted. Such change to be made by a convention which whilst it may allow a greater amount of tonnage dues to be collected from a large vessell than from a small one; yet shall be so arranged as not to allow the rates of charge to be the same as the increased rates of tonnage. Otherwise the commerce of our people as conducted at present with Japan; to wit in only large

Steamers

Steamers touching so often and at so many ports i would sustain an undue proportion of this burthen Also I would suggest that if they insist upon and obtain the insertion of a clause in this Protocol giving them the right to waive their coasting trade and licencing foreign vessells engaged in it, that a fourth proviso be added to exempt such licensed vessells so engaged from the payment of any such duty in more than one port

Article IV

Insert after the word "nations" the words "its citizens or subjects

Article 6th

I would suggest the propriety of amending this article by striking out all of the concluding portion of the same wherein our Government is restricted from treating its own citizens under arrest in any manner deemed proper by its own Courts.

Article 7

This article is an extremely important one and should in my opinion be most carefully guarded to protect the large landed interest already held by our people in that Empire

The lands within the present foreign concessions have been leased and are now held under Regulations that have been from time to time drafted and adopted, these Regulations also provide for future acquisition of land within the limits of these concessions.

No permission should in my opinion be given allowing the Japanese Government to Legislate or Decree any Regulations, concerning those within the concessions they were adopted to govern without such Legislation areas based upon consent. and inasmuch as the Japanese Government (known to be reluctant about enlarging the area of those concessions) might under this article as it is proposed make longer occupancy of lands outside of the present concessions practically impossible

impossible to the foreigner by its undue discrimination in its legislation between the foreign resident and native subject I suggest the propriety of adding the following amendments to wit:

After the word Government add the following words to wit: "which laws shall not discriminate between American citizens and Japanese subjects."

Also add the following proviso to the article to wit: Provided the Japanese Government shall not enact any law or adopt any regulations affecting the tenure of lands already vested acquired or possessed by American Citizens in the Empire or affecting the regulations now in force governing the mode of acquiring and holding land at the several open ports and fixing the rental thereof without first having obtained the consent of the Diplomatic representatives of the United States in Japan thereto.

Article 9

This article in its proposed surrender to the Japanese Government the absolute right

right to regulate export and import duties at its own discretion while in return for such concession the guarantee contained in the following language: to wit- "no unreasonable restrictions direct or indirect shall however be placed on the commercial or ~~local~~ intercourse between their citizens either of which may employ those of the other nation in any ~~lawful~~ capacity" and no stronger than those contained in the existing treaties relative to the same subject. Yet as I have respectfully advised you in my despatch. The Japanese Government has and does constantly and in numerous ways interfere between its people and ours. Only certain Japanese ~~Government~~ subjects are permitted to deal in teas silk silk worm Eggs &c. The charge for such privilege materially enhancing the value of such products to our people. The only ports here have been constantly surrounded by

Guard

Guard houses in which armed
Guards have been kept - whose
duty has been to compell any
Japanese passing there having any
article of merchandise to stop and
submit the same for inspection
and assessment - and compelled
on his return to pay the arbitrarily
established duty affixed which duty
in all cases falls as a tax on the
foreign purchaser: and certain
Japanese subjects are allowed to
attend foreign auctions and make
purchases, thus making a monopoly
of this privilege and cutting off
competition in purchasing to the
direct injury of the Foreign
Salesman. — In the case of E. H.
Van Reed Esq an American citizen
who opened a store and did exchange
in the City of Yedo the Japanese
Government confessedly forbade its
people going there to transact
business there. thus effectually closing
his doors: when remonstrated with

by

by the Consul and myself it was pretended that such business as selling goods by sample to be delivered was a violation of an ancient custom of Japan as it was considered gambling. It for many months after this and in the same city foreign traders of other nationalities were allowed to conduct business of a similar nature: while similar Exchanges ~~notwithstanding~~ in a precisely similar manner were allowed to be opened in all of the ports by Japanese Merchants and have been and are carried on openly. Japanese in the employment of foreigners are unquestionably obliged to pay a tax for the privilege of engaging in such employment. Japanese employees of Steamship Companies are expressly thus taxed while also Japanese in the employment of missionaries and others have been suspected of studying the christian religion and of being converts thereto, have been secretly seized by Government officers and disposed of in some secret and unknown manner. No redress for grievances

of

of this nature has ever been made and all of my earnest efforts to obtain any such relief has been constantly met by the assertion of their right to do these things. Such a construction of the existing treaty proves the necessity of remodeling this article so as to prevent the recurrence of such wrongs in the future.

I would suggest the propriety of making the first portion of this article conditional upon a substantial compliance upon the part of the Japanese Government with the concluding portion. I feel satisfied that in order to secure the privelege of regulating their own duties they will consent to satisfactory guarantees relative to the freedom of trade and the employment of their people.

Article 10

The Japanese Government in order properly to carry out that portion in the former treaty which provides that nothing will be done by it to create

religious

religous animosities will hereafter refrain from persecuting its own people for professing or practicing the christian religion. In view of the fact that with the ~~fact~~ guarantees we already have on the christian question. The Japanese Government has within the last two years persecuted thousands of its own people for no other reason than professing the christian religion I think we should preserve the guarantees already in our treaty and I would insist upon adding thereto the following amendment or one similar

Article 13

Insert after the words "to land" the words "or be hereafter maintained" This suggestion is made to prevent the maintainance of the troops already there as well as to guard against the landing of others.

Article 14

Amend this article by inserting after the words "in so far as they may conflict herewith" this is offered to save to ourselves

the

the numerous privileges guaranted in the Perry and Harris treaties and also in the Conventions and trade regulations entered into under them which otherwise would be cut off and no substitute provided

Supplementary Articles

Article 1

Amend this article by inserting after the words "Are Opened" the words" provided Tyenuga shall be one of the ports first opened. This amendment is suggested in order to prevent the closing of the port Niingata before some other port on the west coast is opened. Nagata is now the only port on the Island of Sekok.

This is one of the four chief Islands constituting the Empire. It is densely peopled and its trade is very great with foreigners in Camphor Materials &c and is largely carried on by American merchants. I regard it

it as being decidedly in the interest of Japanese and foreigners alike that a port on that Island should be opened.

Also amend article I by inserting after the words "Established Regulations thereof," the following words "which regulations shall be practically the same and administered in the same manner as those governing the ports already opened. This amendment you will perceive is suggested to secure for our people the same rights and the same protection that they enjoy at the ports already opened.

Article II

Amend by inserting after the word "will not be allowed" the words "in their own right:" by adding this the foreigner will in his right be subrogated to Japanese law and custom; which in every little contract such as the purchase or removal of a few trees. the working of a coal mine owned

by a Japanese prospector &c he will not be compelled to submit to the delay and inconvenience of obtaining Government consent. This is as directly in the interest of the Japanese as foreigners and will avoid the difficulty these ambassadors found of making the exclusive Extraterritorial jurisdiction of foreign Governments co-equal to treaty limits. Amend by inserting after the words "within these limits" the words " and without the limits of the foreign concession. This is suggested that the present rules as to acquiring and holding lands &c may continue to obtain within these concessions. This is in no way affecting rights by the adoption of this treaty

Article III

Amend by striking the following in lieu of the article proposed to wit:

"at any time after the ratification of this treaty American citizens desirous of traveling in the interior of Japan shall have the right so to do under passports to be granted under by the

Governor

Governor of the port at which place such person may at the time reside or from which place he intends to start in making his tour in the interior. Such passport shall be issued upon the application of the American Diplomatic Representative in Japan or the American Consul or consular agent of the port: when the application is made the local Japanese Authorities may require of the applicant by the officer making the application certificates of the good moral character stating the nature of the business or other object he may have in making the excursion, the probable length of time he will be absent and the general route or line of travel he intends to pursue. Any person traveling in the interior under such a passport who shall commit any crime may be returned by the Japanese authorities to the Consulate of the country by whom this application for his passport was made: he shall be then tried upon this charge preferred and if found guilty of having committed any

any felony or misdemeanor he or she shall be furnished therefor and thereupon the Japanese authorities may revoke the passport granted to him and he shall not be entitled a renewal thereof.

The Japanese officer authorized to issue passports shall act promptly upon each application made either granting the same or assigning his reasons in writing for refusing so to do and before delivering the same shall demand a fee of two dollars each therefor.

For renewal of the passport by the party shall be required in subsequently pursuing the same journey. This article is proposed by me in lieu of the other in order to preserve our jurisdiction over our own people when charged with crime. You will observe that the applicant agrees not to promote trouble among the Japanese. That is reasonable enough but the question is shall we defer the decision as to whether he has promoted trouble within the meaning of the article to their tribunals

or

or to our own. I trust not to theirs
so long as they remain sacred and inviolate and so long as they have published laws which our people may read. I think it but just that to that extent for the same rule without or within the limits of these treaty ports until they have organized their tribunals or that we shall consent to the abrogation of the doctrine of territoriality. Should we yield this point I feel satisfied that this article surrendering so much would be meaningless. Our people would be arrested for violating some old and to them unknown law, custom or usage of the nation dragged back under arrest and delivered up to their Consul and their passport revoked with passport revoked and with no better reason being assigned perhaps than that they had promoted trouble among the people, and they given no right to appeal to our authorities. This rule I am satisfied would lead to gross abuses on the part of the

Japanese

Japanese local authorities

Article IV

I would recommend that this article as proposed should be amended so as to read nine months instead of six months and should be incorporated into and form article nine in the protest

Article V

Amend by adding after the words "administration of justice" the words "satisfactory to the United States Government. I propose this amendment as it is evidently proper that the United States Government should be the judge as to the propriety of relinquishing jurisdiction over its own people. Further amend by adding to the proposed article the following. wherein claims preferred by American citizens shall at all times in a public manner be enquired into and determined: the American claimant being entitled to have the witnesses for and against him examined

examined in his presence and
be given the right to question such
witnesses. The propriety of this amend-
ment all practitioners in my
part proves. Heretofore although
our present Treaty contains exactly the same
language contained in the conclusion
of this proposed article; yet the Japanese
Government has organized courts
wherein American suits and exami-
nations are conducted unquestionably
and secretly. Delays defeating
justice being generally the rule.
Important witnesses on behalf of
American claimants have frequently
been detained and tortured until
killed. A recent attempt has been
made by the Government to establish
a Judicial Department but exactly
upon what solid basis I could
not learn further than that all
claims of foreigners against Japanese
were to be ~~referred~~ presented as usual to the
foreign office and by it referred
to this tribunal which in time through
the

the same channel reports its judgment to the Diplomatic Representatives. No rules of practice or pleading have been made known. and nothing done so far as I could learn giving promise of any substantial reform over the former system. So it may be many years before they can organize such a system of judicial Tribunals as will satisfy our Government to withdraw its jurisdiction over its own citizens In that law I earnestly urge the adoption if some such amendment as this to compell such an administration of justice on their part as will bear some relation in fairness and expedition to our administration of justice to their suitor against our people

Article 6

This article I think should be so amended so as to allow duties to be paid in mexicans dollars or to be received at its current valuation over Japanese Gold Yen; Should

should this rule not be adopted I fear the Japanese authorities will at all times render it so inconvenient as to compell foreign merchants to pay duties in mexican ruling the same as equivalent to the Yen. when in fact they are of considerable greater intrinsic value. This would operate to an increase of duties.

Article 7

This article I hope may be entirely dropped from the treaty for reasons heretofore stated and if it cannot be done I trust it will be redrawn and so carefully worded as to insure the ship owners equal rights in privilege and in charges for licences regulated in such a manner as to prevent the system from operating against our vessells of great tonnage. Possibly they would consent to set. fixing licenses to engage in this business at a certain sum per vessell this would be the most favorable rule for us.

This concludes my observations

orelative

relative to the articles submitted.
I would add other articles of my
own but for the reason that I presume
you would not consent that the adoption
of this treaty shall go farther in its
effect on our former treaties than
to supersede them in all matters
where they differ and besides this
I have no treaty with me and
cannot from my own unaided
memory suggest more than I have
But I trust however that what I have
here suggested coupled with what
has passed between us at our personal
interviews and in our audiences on
this subject with the Ambassadors may
serve a useful purpose. You will please
excuse the crudeness of my suggestions
considering the very brief time given me
in which to perform this labor

I have the honor to remain
Sir
Your most obedient Servant
C. C. De Long

P.S.

Hon Hamilton Fish
Secretary of State
Washington D.C.

Mr Bath.

Make a Check note for $15. & send to Secretary of State, & Mail when this to me today Ctt May 3

DEPARTMENT OF STATE RECEIVED MAY 3. 1872

New York City
April 29th 1872.

Sir,

I have the honor to acknowledge the receipt of your dispatch of date the 26th inst with enclosures, asking suggestions from me.

I observe that in the Protocol is contained nothing that is materially desirable on our part but many things very desirable on the part of the Japanese; whilst in the Supplementary Articles are many matters that we desire, and none that I think the Japanese wish.

This is entirely different from the suggestion made by Mr Iwakura to me.

In conversation with me on one occasion, he remarked, that, if there was no objection to such a course on your part

he

Hamilton Fish
Secretary of State
Washington D.C.

he would ask to append to the Protocol a series of articles embodying views of his own that he had failed to obtain your concurrence in.

I asked him why he wished to do this, and he replied at first evasively. But finally said, that he wished to pursue this course to show to His Majesty that he had endeavored to have such articles adopted.

I beg leave to urge upon you the propriety of insisting upon having our amendments embodied in the Protocol and not in the Supplementary Articles that may or may not be decided by His Majesty at some time in the future.

Having first suggested this. I will proceed to suggest amendments to the articles in the proposed Protocol.

Article II

Strike out the following language found therein, to wit;

"It is stipulated however that
"they shall submit themselves
'to the laws decrees and
"established usages governing
"native subjects or citizens"

Unless this is omitted, Exterritoriality is at once abolished.

I would also recommend you to obtain if possible the omission of the concluding paragraph of Article 2. relative to the Coasting Trade.

It is greatly in the interest of our people doing business in Japan to have this done.

Article III

Add the following language to this article, to wit;

"The regulation of the several
"open ports to remain as already
"provided for, in the Treaty to which
"this is supplementary.
"Dues or vessels if changed from

"the scale at present provided. (viz:
"fifteen dollars per vessel) and
"a tonnage due substituted, each
"change to be made by a Convention
"which whilst it may allow a
"greater amount of tonnage dues
"to be collected from a large vessel
"than from a small one, yet shall
"be so arranged as not to allow the
"ratio of charge to be the same
"as the ratio of increased tonnage"

Otherwise the commerce of our people as conducted at present with Japan, ie, in very large steamers touching so often and at so many ports, would sustain an undue proportion of this burthen.

Also I would suggest that if they insist upon and obtain the insertion of a clause in this Protocol giving them the right to issue their coasting trade and licensing foreign vessels to engage in it, that a further proviso be added to exempt such licensed vessels so engaged from the payment of any such duty in more than one

port.

Article II

Insert after the word "nation", the words "its citizens or subjects."

Article VI

I would suggest the propriety of amending this article by striking out all of the concluding portion of the same wherein our Government is restricted from treating its own Citizens under arrest, in any manner deemed proper by its own Courts.

Article VII

This Article is an extremely important one and should in my opinion be most carefully guarded. to protect the large landed interests already held by our people in that Empire.

The lands within the present foreign concessions have been leased and are now held under

regulations that have been from time to time drafted and adopted.

These regulations also provide in future for the acquisition of lands within the limits of those concessions.

No permission should in my opinion be given allowing the Japanese Government to legislate or decree any regulations affecting these within the Concessions they were adopted to govern without such legislation being based upon consent. and

Inasmuch as the Japanese Government (known to be reluctant about enlarging the area of these Concessions) might under this Article as it is proposed, make foreign occupancy outside of the present Concessions practically impossible to the foreigner by undue discrimination in its legislation between the foreign resident, and native subjects, I suggest the propriety of adding the following amendments to this Article, to wit:

After the word "Government" add the following words:

"Which laws shall not
"discriminate between American
"Citizens and Japanese Subjects."

Also add the following Proviso to the Article, to wit:

"Provided. The Japanese
"Government shall not enact any
"law, or adopt any regulation
"affecting the terms of lands
"already rented occupied or purchased
"by American Citizens in that Empire.
"or affecting the regulations now in
"force governing the mode of
"acquiring and holding lands at
"the several open ports, and fixing
"the rental thereof, without first
"having obtained the consent of
"the diplomatic representative of
"the United States in Japan thereto."

Article II

This Article in its proposed form,
surrenders to the Japanese
Government, the absolute right
to regulate export and import

duties at its own discretion. whilst in return for such a concession, the guarantee as contained in the following language. is. "to unreasonable restrictions "direct, or indirect, shall "forever be placed on the commercial "or civil intercourse between their "citizens, either of which may "employ those of the other Nation "in any lawful capacity." is no stronger than those contained in the existing Treaty relative to the same subject. yet, as I have repeatedly warned you in my dispatches, the Japanese Government has and does constantly and in numerous ways, interfere with the trade between its own people and ours.

Only certain Japanese subjects are permitted to deal in teas, silks, silkworm eggs, &c, the charge for such privilege materially enhancing the cost of those products to our people.

The Treaty ports have been constantly surrounded by guard houses, in which armed guards

have been kept whose duty has been to compel all passing Japanese having any articles of merchandise to stop and submit the same for inspection and assessment and been compelled on his return to pay the arbitrarily established duty affixed, which duty of course in all cases falls as a tax on the foreign purchaser

Only certain Japanese subjects are allowed to attend foreign auctions and make purchases thus making a monopoly of this privilege and cutting off competition in purchasing to the direct injury of the foreign salesman

In the case of E. de Vanleer Esqr. an American citizen who opened a new and oil exchange in the city of Yedo. the Japanese Government expressly forbade its people going there to transact business thus effectually closing his house.

When remonstrated with, by the Consul and myself it was pretended that such business

as selling goods by sample to be delivered was in violation of an established ancient custom of Japan and was considered to be gambling: yet for many months, after this, and in the same city, foreign traders of other nationalities were allowed to conduct business of a similar nature, whilst similar exchanges conducted in a precisely similar manner were allowed to be opened in all of the ports by Japanese merchants and have been and are now carried on openly.

Japanese, in the employment of foreigners, are unquestionably obliged to pay a tax for the privilege of engaging in such employment.

The Japanese employees of steamship companies are expressly so taxed, whilst also Japanese in the employ of missionaries and others who have been suspected of studying the christian religion, and of being converts thereto, have been secretly seized by Government officials and disposed of in some secret and unknown

manner.

No redress for grievances of this nature has ever been made and all of my earnest efforts to obtain any such relief, has been constantly met by the assertion of their right to do these things.

Such a construction of the existing Treaty, proves the necessity of so remodeling this Article, as to prevent the occurrence of such wrongs in the future.

I would suggest the propriety of making the first portion of this Article conditional upon a substantial compliance on the part of the Japanese Government with the concluding portion.

I feel satisfied that in order to secure the privilege of regulating their own duties, they will consent to satisfactory guarantees relative to the freedom of trade and the employment of their people.

Article X

Hee

amend by inserting the following; to wit:

"The Japanese Government in order to properly carry out that provision in the former Treaty which provides that nothing will be done by it, to excite religious animosities will hereafter refrain from persecuting its own people for professing or practicing the Christian faith."

In view of the fact, that the Japanese Government has within the last two years horribly persecuted thousands of its people for no other crime than professing the christian faith, and done this too in defiance of our Treaty provisions in this regard, I would suggest, that, to drop out the existing provisions on this subject would be almost inexcusable. In my opinion that provision should remain in the Treaty and it should be strengthened by some rule of interpretation such as the one above suggested, or some other similar one.

Article XIII

Insert after the words

"to land", the words "or to be
"hereafter maintained."
This amendment is suggested
to prevent the maintenance of
the troops already there, as well as
to guard against the landing
of others.

Article XIV.

Amend this Article by inserting
after the words "hereby abrogated"
the words "in so far as they may
"conflict herewith"
This is offered, to save to ourselves
the numerous privileges in the
Perry and Harris Treaties and
also in the Conventions, and
Trade Regulations entered into
under them, which otherwise would
be cut off and no substitutes
provided.

Supplementary Articles.

Article I

Amend this Article by inserting

after the words 'are opened', the
words "provided Saruya shall
"be one of the two ports first
"opened."

This amendment is suggested
in order to prevent the closing
of the port of Niegata before
some other port on the west
coast is opened.

Niegata is now the only port
on the west coast and Saruya
is the only one on that coast
lately proposed to be opened.

I would further recommend
insisting upon opening one
port on the island of Yezo.
This is one of the four chief
islands constituting the Empire.
It is very densely occupied, and
its trade is very great with
foreigners in camphor, minerals
&c, and is largely carried on by
American merchants. I regard
it as being decidedly in the
interest of Japanese and foreigners
alike, that a port on that
island should be opened.

Also amend Article I by inserting after the words "established regulations thereof," the following words: "which regulations shall be practically the same and administered in the same manner as those governing the ports already opened.

This amendment you will perceive, is suggested to secure for our people the same rights and the same degree of protection that they enjoy at the ports already opened.

Article II

Amend by inserting after the words "within" these limits" the words "and without the limits of the "present foreign concessions."

This is suggested that the present rules as to acquiring and holding lands we may continue to obtain within these concessions thus in no way affecting vested rights by the adoption of this Treaty.

Amend

Amend by inserting after the words "in their own right", by adding this "the foreigner will "in his own rights be subrogated "to Japanese law and custom. what "in any little contract such as the "purchase or renwal of a few trees "the sinking of a coal mine owned "by a Japanese proprietor &c he "will not be compelled to submit "to the delay and inconvenience "of obtaining Governmental consent."

This is as directly in the intent of the Japanese as foreigners, and will avoid the difficulty these Ambassadors feared of making the exclusive extraterritorial jurisdiction of foreign Governments co-equal to treaty limits.

Article III.

Amend by inserting the following in lieu of the article, to wit.

At any time after the ratification of this Treaty, American citizens desirous of travelling in the interior of Japan, shall have

"the right so to do under passports
"to be granted by the Governor of
"the port at which place such
"person may at the time reside
"or from which he intends to start
"in making his tour in the interior.
"Such passport shall be issued
"upon the application of the
"American Diplomatic representative
"in Japan, or the American Consul
"or Consular Agent of the port
"where the application is made.
"The local Japanese authorities
"may require of the applicant a
"certificate by the office making
"the application, certifying to his
"good moral character, stating
"the nature of the business or
"other object he has in making
"the excursion, the probable
"length of time he will be absent
"and the general route or line
"of travel he intends to pursue.
"Any person travelling in the
"interior under such a passport
"who shall commit any crime,
"may be returned by the Japanese
"authorities to the Consulate of

"his country where the application
"for his passport was made, and
"shall be there tried upon the charge
"preferred, and if found guilty
"of having committed any felony
"or misdemeanor, he or she shall
"be punished therefor and thereupon
"the Japanese Authorities may
"revoke the passport granted to him
"and he shall not be entitled to
"a renewal thereof.

"The Japanese officer authorized
"to issue passports shall act
"promptly upon each application,
"either granting the same or
"assigning his reasons in writing
"for refusing so to do, and before
"delivering the same shall be
"entitled to demand a fee of
"two dollars each therefor.

"No renewal of the passport
"by the party shall be required
"in subsequently pursuing the
"same journey."

This article is proposed by me
in lieu of the former, in order to
preserve our jurisdiction over
our people when charged with

crime.

You will observe that as the Article reads, the applicant is to agree not to promote trouble amongst the Japanese.

That is reasonable enough, but the question is, shall we defer the decision as to whether he has promoted trouble within the meaning of this Article to their tribunals, or to our own?

I trust not to theirs, so long as their courts remain secret and inquisitorial, and so long as they have no published laws that our people may read, I think it best just to insist for the same rule without as within the limits of these treaty ports until they have organized their tribunals so that we shall consent to the abandonment of the doctrine of extraterritoriality.

Should we yield this point, I feel satisfied that this article sounding as well, would in effect be meaningless. Our people would be arrested for violating some old and to them unknown

custom or usage of the Empire. dragged back under arrest, and delivered up to their Consul, and their passports revoked without better reason being assigned perhaps, than that they had promoted trouble amongst the people. and they given no right of appeal to our authorities.

I am satisfied this rule would lead to gross abuses on the part of the local Japanese authorities.

Article IV

I would recommend that this Article as proposed should be amended so as to read "nine months" instead of "six months", and this should be incorporated into and form part of Article "Five" in the Protocol.

Article V

Amend by adding after the words "administration of justice" the words "satisfactory to the U. S. Government."

I propose this amendment as it is proper that the United States Government should be the judge at all times as to the propriety of relinquishing jurisdiction over its own people.

Further amend by adding to the proposed Article the following;

"Wherein claims preferred by "American citizens shall at all "times in a public manner and "without unreasonable delay be "enquired into and determined, the "American claimant being entitled "upon each examination to have "the witnesses for and against him "examined in his presence and he "be given the right of questioning "such witnesses."

The propriety of this amendment all past experience on my part proves.

Heretofore, although our present Treaty with Japan contains exactly the same language contained in the conclusion of this proposed Article, yet the Japanese Government has never organized Courts wherein

American suitors could appear and press their claims.

Examinations are conducted inquisitorially and secretly. delays defeating justice being generally the rule. Important witnesses on behalf of American Claimants, have frequently been tortured until demented, and imprisoned and tortured until killed

A recent attempt has been made by the Government to establish a judicial department, but exactly on what basis, I could not learn further than that all claims of foreigners against Japanese were as usual to be presented to the Foreign Office, and by it referred to this tribunal which in turn would through the same channel report its judgement to the Diplomatic Representative.

No rules of practice, or pleading have been made known, and nothing done so far as I could learn, giving promise of any substantial reform over the former system.

As

As it may be many years before they can organize such a system of laws and judicial tribunals as will satisfy our Government to withdraw its jurisdiction over its citizens in that land, I earnestly urge the adoption of some such amendment as this to compel such an administration of justice on their part as will bear some relation in fairness and expedition to our administration of justice to their suitors against our people.

Article VI

This Article I think should be so amended as to allow duties to be paid in Mexican dollars or in Japanese yens, in all cases the Mexican dollar to be received at its current valuation over a Japanese gold yen.

Should this rule not be adopted, I fear the Japanese Authorities will at all times render it so inconvenient as to compel

foreign merchants to pay duties in Mexican dollars, valuing the same as equivalent to the 'yen' when in fact they are of considerable greater intrinsic value.

This would operate as an increase of duties.

Article VII.

This Article I hope may be entirely dropped from the treaty for reasons heretofore stated: but if it cannot be done, I trust that it will be redrawn, and so carefully worded as to ensure the ship owners of all nations, equal rights and privileges, and the charges for licenses regulated in such a manner as to prevent the system from operating harshly against our vessels of great tonnage.

Possibly they would consent to a rule fixing licenses to engage in this business at a certain sum per vessel. This would be the most favorable rule for us.

This concludes my observations relative to the Articles submitted.

I would add other Articles of my own suggestion, but for the reasons that I presume you will not consent that the adoption of this Treaty shall go further in its effect upon our former Treaties, than to supersede them in all matters wherein they differ.

And besides this, I have no Treaty with me here, and cannot from my unaided memory suggest more than I have.

I trust however, that what I have here suggested coupled with what has passed between us at our personal interviews, and in our audiences, on this subject, with the Ambassadors, may serve a useful purpose.

You will please excuse the of my suggestions, considering the very brief time given me in which to perform this labor.

I have

I have the honr to remain
Sr
Yr mst obt sevt
C C De Long

Telegram

New York apl 29. 1872.

Hon.

Secretary Fish.

I respectfully request leave of absence until May Sixth (6th).

Nathan E. Rice.

Interpreter.

Grand Central Depot.

Mr Pratt

Ackd

No 37. U. S. Legation

Japan. May 3d 18/2.

Mr D Shepard. Chargé d'Affaires. a.i.

To the Department of State.

DEPARTMENT OF STATE
RECEIVED
JUN 26 1872

Abstract of Contents.

Received your despatches 2. 3. 4. and 5. together with two Flags and commission of Consul at Hiogo.

No 37. United States Legation

Japan. May 3d 1872.

Hon Hamilton Fish.

Secretary of State.

Washington. D.C.

Sir:

I have the honor to acknowledge the receipt of your despatches No's 2. 3. 4 and 5, together with two flags and Commission of Daniel Turner as Consul at Osaca and Hiogo.

I have the honor, Sir,

to be

Your obedient servant

Charles A. Dunfant

Chargé d' Affaires. a.i.

Japan. May 3' 18/2.

Mr C. C. Shepard
Chargée d'Affaires. a.i.

No 37

Received

Received despatches 2.3.4 & 5
with two flags and Commission
of Consul at Hiogo.

Ack. May 15 — Ack. 17 May — Mr. Pratt

Washington DC.
May 13th 1872.

Secretary;

I respectfully submit the following:
Under date of March 15, a gentleman
ing residence in Japan, Mr J. M. Batchelor
thru to Col R. A Batchelor U.S. Dept
State, wrote me from Nagasaki Japan
llows; " Yoshida and Inoyea, (Asst.
inisters of Finance) are in a mess, without
confidence or ability to bring themselves
t. and have made a contract with
yhill (Manager of the Oriental Banking
rporation Yokohama)" to have O. B. C.
ld help them form a National Bank.
pent say, at a salary of $36,000. per
ar. Thus the very life of the people
being drawn out to keep up extravagance

" and keeps such incompetent officials in
" position. I have seen more than ¥140.000.
" thrown away since the 1st of December.
" This engagement of Caylill sells the
" body and soul. The same scheme
" railway will continually be enacted.
" The Caylill management since the death
" of Morel, (late Chief Engineer of Railway)
" has been stupidity condensed. "

On Saturday, during a half hours chat
with Mr Iwakura, he told me in rather a
mysterious manner, and very privately that matters were
assuming a form that he did not like.
That, he did not fully understand the
objects of Yoshida and Gail Williams'
mission to this country.
Their avowed object was to negotiate
a loan. the present necessity for which
was not at all clear to his mind.

ccured anxious to meet Yoshida. and
his manner, I concluded that Yoshida
came to this country on business entirely
rid of the comprehension of the Embassy.
that, he was afraid Yoshida had
ived instructions directly at variance
h their (the Embassy) ideas.
Yoshida coming to this country to procure
ds, immediately after entering into
h an arrangement with Caryhill as
s written true, has made me think
advisable to acquaint yr with these
cts that otherwise might not prove
trusting.
Ambassador told me today, while
akfasting with him at Belchers', that,
millions of old coin in two installments
s to be melted down into gold & silver
llion at San Francisco. and that the
t installment of five millions had

already been received, and returned to Japan.

Very Respectfully
Nathan S. Kies
Interpreter.

Hon.
Hamilton Fish
Secretary of State
Washington D.C.

acknd by no
Acc'd Mr. Pratt

No 38. U.S. Legation, Japan.

May 16. 1872.

Mr. Shepard, Charge d'Affaires
To the Dept of State.

Subject. Dept's Des No 44.

Abstract of Contents.

Refers the Dept to Des. No.
23. in reply.

No. 38.

U. S. Legation, Japan.
May 16th 1872

Hon. Chas. Hale,
Asst. Secretary of State,
Washington.

Sir:

Your despatch No 44 to Kanagawa Consulate is received and has given me much pain. The reasons for my action in the matter of the Yedo Consulate are fully given in my No 23 from this Legation to Secretary Fish, and I have nothing further to add. I trust the explanation therein contained, together with the

personal statement of Mr D
Long will be accepted.

Hopeing I may in fu-
ture more intelligently
comprehend the wishes of
the Department.

I have the honor, Sir
to be
Your obt servant

Charles A. Dunham
Chargé d'affaires ad

ackn by no
rec'd Mr Pratt

No 39. DEPARTMENT OF STATE RECEIVED JUN 26 1872

United States Legation

Japan. May 18th 1872

Mr C. O. Shepard Chargé d'Affaires. a.i.

To the Dept of State

Abstract of Contents

Having visited Tea district of Surunga, delay making report until photographs are received, illustrating the growth and preparation of Tea.

No 39. United States Legation
Japan. May 18. 1872.

Hon Hamilton Fish.
Secy of State
Washington. D.C.

Sir:

As foreshadowed in my No 36. I have, during the present month, in a steam yacht courteously placed at my disposal by John E. Walsh Esq, and kindly manned by Admiral Rodgers, visited the large tea growing district of Sunga.

I had intended to make a full report of my observations by this Steamer, but delay another month in order to forward — illustrations of the growth and preparation

preparation of tea, now in process of painting, and which will of themselves give a full & interesting history.

I have the honor. Sir,

to be

Your obedient servant

Charles A. Shepard

Chargé d' Affaires a.i.

Mr. Pratt

In orig to Sec of Navy and ask if he has any information on the subject to which it relates Respectfully return C H July 1

No 40. DEPARTMENT OF STATE RECEIVED JUN 26 1872

Did not 2d July

United States Legation

Japan. May 18th 1872.

Mr C. O. Shepard. Chargé d'Affaires. a.i.

To the Dept of State.

Subject. Power of Naval Officers to arrest deserters

Abstract of Contents

Referring a dispute between Admiral Rodgers & the Vice Consul at Kanagawa, concerning power of Naval Officers to arrest deserters

No 40. United States Legation
Japan. May 18th 1872.

Hon Hamilton Fish.
Secy of State.
Washington. D.C.

Sir:

On the 24th of April, a difference between the Vice Consul at Kanagawa and Capt Blake Comd'g U. S. S. "Alaska", regarding the arrest of deserters, was referred to me by Mr Mitchell.

The letters of each, together with copies of a subsequent convers: ation between Admiral Rodgers and myself are herewith respectfully forwarded & finish a full statement of the difference.

Yrs

The points involved are exceedingly important to both the naval and consular authorities, and will I trust receive the speedy attention of the Department

To avoid all disputes and differences with the Navy. Has been my study as Consul and until the present time, all trouble has been avoided, but at last our opinions do widely differ (in an entirely friendly way I am delighted to say) that both Admiral Rodgers and myself deem a reference to our respective Departments desirable.

As explained in Kanagawa Consular

despatch

despatch No 52. the rougher duties of the Marshal are performed by a Deputy.

That this Deputy was tardy and derelict in his duty is plain - in fact he admits it and has been most severely reprimanded therefor. Had Capt Blake even once reported his shortcomings, the cause for complaint would have been promptly remedied, but he chose to do what seems to me unwarranted and illegal.

The deputy gives as an excuse for his delay, that Mr Chester (Executive officer of the Alaska) had upon two occasions rather complained that he did not give the men "breathing time", and suggested - "a little more lee way". I would not vouch

for

for the truth of this statement, as the class of men whom it is necessary to employ for this kind of duty, are not of the most reliable character.

In fact had it been possible to secure the services of a better or even as good a man, the present Deputy would, (as the Marshal assures me) been promptly dismissed, for this delinquency, but not one such could then or can now be secured. But this does not bear upon the "rights and authority of the Naval and Consular Authorities. I claim 1st That without the warrant of the Consul, no American citizen can be legally arrested in Japan.

2nd That beyond his ships or small boats side, the Captain of a man-of-war, in port, has no authority.

3d

3d That by the Navy Regulations the sending of armed men on shore for arrest of deserters is forbidden.

It cannot be done even in the United States, much less in a foreign port.

Here, civilized countries have the rights of exterritoriality, Supposing Capt Blake should send his marines into an English, French, German or Japanese house or saloon. By doing so he to all intents and purposes puts an armed force upon English, French, German or Japanese soil, and there would be no end of trouble.

The Marshal at Kanagawa gets $1000 and fees. Are not the fees for arrest of deserters his by right?

Take away the perquisite for

arrest

arrest of men-of-war deserters and his income would not amount to $1200, and the Consulate would immediately loose him.

Mr Hale has so long been in the service and will so fully understand and appreciate the position that no more upon the subject is necessary.

I am so sure I am right in all the positions I have taken in my letter to Admiral Rodgers, that I hope for and expect the full approval of the Department.

I have the honor, Sir,

to be

Your obedient servant

Charles A. Bidgood

Chargé d'Affaires. a.i.

Copy

No 82. U. S. Consulate.

Kanagawa April 22d 1872

Capt. H. C. Blake

Comd'g U. S. S. Alaska

Present

Sir

I was informed yesterday by the Sergeant of the English Police, that he had received a description list of five deserters from the Alaska with instructions to arrest the men at once, I cannot believe that any such instructions were issued to the police with your knowledge, but the fact that they have a descriptive list constrains me to ask you,

The Police have no authority to arrest any American, whatever, except persons caught flagrante delicto, whether deserters from ships or fugitives from justice, ~~who~~ without a warrant from the U. S. Civil authorities at this port and

have therefore the honor to re-
quest that the reward offered
for such deserters as were taken
on board by the English police be
paid into this Consulate and not
to those persons who had no
right whatever to arrest them.

Believing that this breach
of Law and Courtesy was with-
out your knowledge I beg to re-
quest that such investigation
will be made as will prevent
a repetition in future.

I am Sir.
Your obt servant
Signed Geo. A. Mitchell
Vice Consul

Enclosure

U. S. Legation
Japan

With Dis No 40.

Enclosures 4

Copy of letter from
Vice Consul to Capt
Blake

April 22, 1872

No 1.

Copy

U. S. S. Alaska 3d Rate
Yokohama Japan
April 23d 1872.

Sir:

Your letter of the 22d inst has been received, and in reply I have to inform you that the men in question were arrested by my authority as the Consulate took no part in the arrest your request respecting the rewards cannot be granted, but it will be paid to the person employed and authorized by me to arrest and return these men to their duty on board the Alaska. I cannot admit that any law relating to any person placed under my command either on shore or afloat has been violated. As to a want of respect shown your officer permit me to remind you that nearly (3) three days previous to the return of these men description list and rewards were

sent your office & am informed the reason why they were not arrested was that only three (3) dollars were offered to the English Police for doing so. Be this as it may, mark the contract within six hours after the men employed by me had the papers the men absent without leave were on board the vessel

I have further to inform you that hereafter I shall exercise such authority given me by law respecting deserters and men absent without leave as I think proper.

Very Respectfully
Your obt Svt
Signed A C Blake
Capt Corwin Alaska

Geo F. Mitchell, Esq
US Consul
Yokohama, Japan

No 88. U. S. Consulate
Kanagawa April 24. 1872

O. Shepard Esq
Charge d'affaires
Sir

On the 22d inst I communicated with Capt Blake comdg the U.S.S. Alaska, concerning certain discriptions sent from his ship direct to the Municipal Police without passing through this Consulate, Copy of my letter is enclosure No 1, in reply to which I received from Capt Blake, enclosure No 2,

I have communicated with the local authorities of this port respecting the matter of the arrests without warrants from this Consulate and am informed by them that they were made by the police without their knowledge and that the police would

immediately receive position instructions to make arrests hereafter only in accordance with the provisions of the Treaty.

You will observe that Capt Blake complains of delay on the part of the officer of this Consulate whose duty it is to make arrests. I have questioned the Deputy Marshal in regard to the matter and although he admits that he did not use due diligence he says in explanation that he once received a description list from Lieut Comdr Chester with a request not to arrest the men until the following day and that on several occasions he has known of men being ashore for two or three days after expiration of leave without any description lists being sent on shore.

In conversation with

Capt Blake to-day he informed me that if necessary he would send an armed body on shore to make arrests.

Believing that the premises assumed by me in this matter are tenantable, that in taking note of this breach of law and courtesy, I have simply performed my duty and that Capt Blake has overstepped the bounds of his authority and instructions in thus ignoring the Civil authority of the United States at this Port, I refer the correspondence to you for such action as you may deem proper

I am Sir

Your obt servant

Signed Geo. A. Mitchell

Vice Consul

Enclosure

U. S. Legation
Japan.

With Des. No 40.

Enclosures 4

Copy of letter from
Vice Consul Kawagawa
to Charge d'Affaires

April 24 1872

No 3

Copy

No 43. U.S. Legation, Japan
April 25, 1872

Rear admiral John Rodgers
Comd'g Asiatic Fleet.

Sir

I regret the necessity of laying before you a matter concerning which Capt Blake Comd'g "Alaska" and Mr Samuel Mitchell have held a correspondence and which was yesterday referred home by the last named gentleman. I send you copies of all papers in the matter that you may be fully informed.

To Capt Blake's course, conclusions, assumption of authority and intentions I most respectfully, earnestly and decidedly protest. It will be better perhaps to analize the letter of Mr. Mitchell and Capt Blake and meet the points as they present themselves.

Mr. Mitchell claims 1st That the police have no authority to arrest without a warrant from the Consulate. 2d That Capt. Blake has no right to send descriptions lists to the police. 3d That the reward for the men in question should be paid into the Consulate.

Concerning the 1st point I beg to call your attention to the first clause of article IX of the treaty between the United States and Japan. That the local police, both native and foreign are under the "Japanese authorities" is well known and needs of course, no proof. That the "American Consul" has not "requested" the arrest of these men is undisputed. This I think settles the authority of the police.

Concerning the 2d point

I beg you will turn to paragraph 1078, U.S. Navy Regulations where it will appear that "descriptive lists" are not to be distributed a-mong the "police of the place" without "permission of the local authorities" Did Capt. Blake have that permission? He did not - hence had no right to distribute them as he did. This I think puts the 2d point beyond question.

In regard to the 3d point I differ with Mr. Mitchell, of course the person who brings the man on board is the one to receive the reward, and the matter of arrest without au-thority is a matter between that person and the Consul.

And now let us look at Capt Blake's position

1st He admits that the men were arrested by his

"authority." Has Capt Blake "authority" beyond his ship's side? Do not the laws of the U.S. place officers, men and capt himself under jurisdiction of the Consul when on shore. It seems to me no argument or reference is necessary to prove this custom and the act of august 18, 1856 certainly places that beyond the peradventure of a doubt. It may not always be good taste to exercise this jurisdiction, but nevertheless I must maintain that it exists & claim Capt Blake has exercised "authority," which he does not possess.

Paragraph 1088 U.S. Navy Regulations provides that in case of desertion in "foreign waters," steps shall be taken "in accordance with the provisions of the treaty." Capt.

Blake did not proceed in ac-
cordance with Article IX of the
treaty - hence I claim in Mr.
Mitchell's words that he has
been guilty of a "breach of law
and courtesy." The same par-
agraph also says that in case
of desertions in the U.S. ap-
plication for apprehension
shall be made to the Civil
authorities - Hence, by rights
of extritoriality, the Consul
is the "Civil authority"

I now come to a
portion of Capt Blakes letter
which I exceedingly regret, he
so far forgot himself as to in-
dite, and to a threat made in
conversation with Mr Mitchell
yesterday which certainly does
not tend to develope or nourish
feelings of the most favorable
nature, and which I trust
he will never dream of car-
rying out. I refer to the

last dance of his letter and his
assurance in conversation
that if necessary he will put
an armed force on shore to
carry out his views.

My dear Admiral, our
Government is not a despotic
government sustained by the
bayonets of the army or the
cutlasses of the Navy. We pre-
tend that our rights are govern
by law. - "might is not right"
with us. If Capt Blake lands
his muskets on shore I shall
not oppose him with my army
consisting of a Vice Consul, a
Marshal a Deputy Marshal, an
Interpreter and a Post office
Clerk, but I shall and do #
loudly protest against either
his doing so or threatening to
do so. That the civil authority
is above the military has al-
ways been our boast. Is it
the proper thing for one officer

of the U. S. to meet with his
<u>carbines</u> the <u>arguments</u> of an=
other? I beg to call your
attention to Paragraph 109, U.
S. Naval Regulations wherein
force is <u>positively forbidden</u>.
No one can excel me in ad=
miration for that gallant
officer and his proud record,
but I cannot quietly submit
to his dictation.

I regret the negligence
of the Deputy Marshal and am
assured by Mr. Mitchell that
all steps shall be taken to
correct his short comings.
This would have been done
long ago had Capt Blake re=
ported his delinquencies. The
extenuating circumstances
he speaks of amount to noth=
~~ing~~ valid excuse whatever for
his failings.

I ask your kind at=
tention to this matter and

must for a speedy reply.
& shall also be glad to grant
a request for the withdrawal
of Capt Blakes letter of the
23d inst.

With assurances of the
highest consideration

I am Sir

Your obt servant

Signed O Shepard

Chargé d'Affaires

Copy

U.S.S. Colorado, (First Rate)
Flag Ship of Asiatic Fleet
Yokohama, Japan, April 29, 1872

Sir

In reply to your letter of April 25th received to-night I beg to make some explanation and after we have agreed upon the grounds I am sure our accord of opinions will be complete.

The Western Nations in treating with China and Japan were unwilling that their citizens should be tried and punished by the native authorities since witnesses and prisoners are in the native courts tortured to elicit such confession or evidence as the judge demands; and crimes thus established are punished in what the Western Nations deem barbarous # methods.

Unwilling to submit its

citizens to Japanese laws, the United States stipulated in its treaty that American citizens offending the laws should be tried by its Consuls. If this be true the American citizens in Japan has a right to trial by an American Court under American law, and he may not be tried by the Japanese Courts under Japanese laws.

This right of trial is a privilege of the American citizen given for his benefit; but it is not given for any other purpose. The Civil authorities on shore mentioned in the Naval Laws, refers, I imagine, to the National Civil authority of the place.

Naval sailors who overstay their leave of absence on shore are not as far as I know amenable to the Civil Magistrate in the United States nor are they I imagine, amenable

for this breach of discipline to the United States Consul in Japan. For this minor infraction of Naval Law, for which the appropriate punishment is deprivation of permission to leave the vessel, the cognizance rests in the hands of the Naval Commanders; and neither the Japanese Courts or Consular Courts have any jurisdiction, since it is not within the scope of their authority to punish or remit punishment; here therefore, in accordance with a well known maxim of law, the reason for extra-territorial rights failing, the application of extra-territorial rights fails also.

In the United States the Magistrate scarcely regulates the ordinary life of an American citizen - nor has the ~~He~~ Magistrate any authority over him except when arraigned in

the course of law. It is, however, true, that when the citizen arrives in an American village, he comes under the jurisdiction of the village magistrate; but while the citizen offends no law the magistrate's jurisdiction is nothing.

If an American citizen does wrong on shore in Japan it is his privilege to be tried there by an American Court and under American Laws. This I apprehend is the ground of extraterritorial rights and of his subordination to the Consular jurisdiction in Japan as distinguished from Consular jurisdiction in England or in France.

An American citizen lands in Japan under the provision of a treaty made between the United States and Japan, but Japan retains its

jurisdiction over its own soil; accordingly if a Commander wished to land a part of his crew for the purpose of drilling them, the Japanese Government would be the person to give permission for so doing, not the American Consul.

You allude to encroachment upon Civil Authority of the United States by the United States Naval Authorities in the case of landing in Japan a party to arrest deserters or stragglers from the Navy. I am unable to comprehend this view. If it were done against the will of the Japanese they would have cause to be aggrieved at the invasion of Japanese soil. - but I do not understand that the Vice Consul is custodian of Japanese sol-

cruizing or that he by this will have suffered wrong. I am not sure that I have exactly understood the claim of Consular jurisdiction.— Hence this long explanation.

Any good American citizen has rights in Japan under the treaty and under our laws. These rights, until abused, are & apprehend under no one man's jurisdiction, in any sense impairing them; as well do. I apprehend that the right of eminent domain in this country vests in the Japanese Government— not in American officers.

Underlying the whole matter of your letter lies this practical working fact; that stragglers from men-of-war are generally apprehended in foreign countries in the easiest manner with the full consent

of Governments

When in Hong Kong a short time ago the Belgian Admiral's Ship "Almaz" sent men with an officer on shore every evening to bring off stragglers - this was very conspicuous - it could not have escaped the attention of the authorities, but as it was continued for one or more months the inference is that it was not objected to. In Chefoo, China, all the vessels were accustomed to send an armed guard on shore to arrest stragglers, I have not heard that it was objected to by any one.

I, when midshipman was frequently sent in Spain to bring off stragglers from shore, the Spaniards never objected. I have known the same thing done in France

If England, France and Spain do not object to this in their respective countries, I am unable to see how any just cause of offence would by the same cause be given to the American Vice Consul in

Japan.

It is understood, and I beg you will correct me if I am mistaken, that the United States Deputy Marshal receives no salary, but is paid by fees of office. In so small an American community as the one in Yokohama these fees are necessarily precarious and never large; accordingly this officer has not been inattentive to the reward offered for stragglers.

Three dollars reward to be distributed with the police was no inducement for the American official to act; but it was an efficient one to either native Japanese or European employed by the Japanese as police, for it promptly brought the men on board.

By securing a monopoly of arresting stragglers the

Marshal has it in his power to demand for his services any sum he may think fit. You think he has a legal right to such monopoly under the law- This I doubt- The in the first place is merely inferred, & think upon un= tenable premises, and the custom instituted ages ago and continued to the present day, is clear against the po= sition you assume.

The policy of the gov= ernment at home has been to protect the interests of the sailor and captain Blake in endeavoring to have his stragglers promptly and cheaply brought on board, ac= ted in accordance with that policy.

The 9th article in the Treaty says "When re= quested by the American

Consul the Japanese author-
ities will cause the arrest
of all deserters &c &c" but
this article does not say that
stragglers or deserters from
naval vessels shall not be
arrested by the Japanese au-
thorities when requested by
an American Naval Com-
mander.

You ask whether "Cap-
tain Blake has any authori-
ty beyond his ship's side?"
over his own crew he has by
act of Congress. on Japanese
soil he has no authority to
arrest his own people ex-
cept with the consent of the
Japanese but having that con-
sent American law does not,
as I understand it, deprive
him of the authority to con-
trol or arrest his own men.

"Our Government" that
is the government of the

United States "is not a despotic government" as you say, but then the people of the United States do not live under the articles of war.

By an act of Congress approved July 1st 1864 Vol. VIII page 342, it is enacted "that any person who shall harbor, conceal, protect, or in any wise assist any such seaman or other person who may have deserted from the said naval service" "or who shall refuse to give up and deliver such person &c" shall be punished by imprisonment not less than six months nor more than three years and by fine &c to be enforced &c &c." Under this the Navy may claim, if the Deputy Marshal himself shall not choose to act, that no one "shall in any wise assist" &c=

servers by impediments thrown in the way of officers en= deavoring to use other proper means of procuring their ar= rest.

You remark that "If Captain Blake sends his muskets on shore you will not oppose him with your army consis= ting &c"

Captain Blake had not the purpose of sending any one to meddle with any civil au= thority or citizen or any= Japanese; he merely meant that the Japanese consenting, he would send to bring stragg= glers.

The authorities of the United States of which you are the head, I am sure would be only too happy to co=operate with him in his actual in= tention; and I am convinced you have misapprehended the

object be proposed.

I sincerely trust that you will not dissent from the explanations I have made and the conclusions I have reached: but knowing by experience how little convincing the arguments of another are, I will, if you dissent from the positions I have assumed, refer the whole papers to our common government for an authoritive interpretation of its views: which interpretation will at once bind the Civil Authority of the United States and its Naval officers

Very Respectfully
Your obedient servant
John Rodgers
Rear Admiral
Comd'r in Chief of
Asiatic Fleet

Signed

Enclosure

U. S. Legation
Japan.

With Dis No 40.

Enclosures 4

Copy of letter from
Admiral Rodgers
to the Charge d'Affaires

April 29. 1872

No 5.

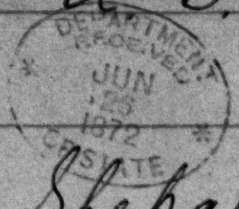
His Excellency
C. Shepard
U. S. Charge d'Affaires
ad interim
Japan.

41

Mr. Pratt

acken
inform him of bill that passed House
under these circ he need take no action
at present with a view to postponement
of consid to next session & consult the views of the Dept

No. 41 U. S. Legation, Japan, July 1 (rec'd)



May 18, 1872.

Mr. Shepard, Chargé d'affaires ai
To the Dept of State.

Subject Shimonoseki Indemnity.

Abstract of Contents

Encloses copies of correspon=
dence on the subject and
asks for instructions

No. 41

U. S. Legation, Japan
May 18th 1872.

Hon. Hamilton Fish
Secretary of State,
Washington

Sir:

Herewith I have the honor to hand you copy of a communication from H. I. M's Ministers for Foreign affairs, touching the matter of the # Shimonoseki indemnity, also my reply thereto.

Mr. DeLong's presence in Washington, together with a reported action of Congress, perhaps render any suggestions on my part unnecessary,

still I can but express my
astonishment and indignation
at the fact of His Majesty the
Sumois Government allowing
the matter to remain entirely
unmentioned until <u>seven</u> days
before said indemnity became
due. I feel that we have a
right to demand immediate
payment, but in view of pri-
vate information concerning
the possible disposition of the
whole or part of the amount
in question, I deem it best
and proper to await instruc-
tions before taking such a
step.

I am,

Sir

Your obt servant

Charles A. Shepard

Chargé d'affaires ai

Enclosures

No 1. Copy of Communication from Ministers for Foreign affairs.

2. Reply thereto.

U. S. Legation
Japan, May 18/72.

C. Shepard
Charge d'affaires

No. 41

Enclosures 2.

Reed

Shimonoseki Indemnity

Foreign Office
Tokei, the 2d of the 4th month
of the 6th year Meiji

Sir

According to our request made on the 22d of 4th month of 2d year Meiji. Your Government has consented to defer the payment of the remaining moiety of the Shimonoseki indemnity, say one million five hundred thousand dollars, until the 15th May 1872, and the period of the said payment being now approaching, the agreement naturally ought to be fulfilled.

As the ambassador Iwakura Udaijin intends to lay the fact intimately before your Government, he, we learn, has already opened negotiation with your Government in this matter, we however regret that a conclusion is not

arrived at before the period of the payment.

It is desirable that the payment of the remaining moiety of Shimonoseki indemnity will be deferred until the matter has come to a conclusion to which the Japanese Government will conform.

You will be so kind as to recommend this to a favorable consideration of your Government.

With respect and consideration

Signed Soyeshima Tanemi

" Terashima Munenori

H. I. J. M's Ministers for Foreign affairs

To Shepard Esq

U.S. Chargé d'affaires

Ad interim

(c-2)

No 82

U.S. Legation Japan
May 18, 1872

Your Excellencies

Referring to your note of the 2d of the 4th month 5th year Meiji concerning extension of time for payment of the Shimonoseki indemnity, I have the honor to say, that I shall in accordance with your request lay the matter before my Government for its consideration and decision

I have the honor to be
Sirs.
Your obt servant
Signed C. A. Shepard
Chargé d'affaires

Their Excellencies
Soyeshima Tanenori
Terashima Munenori
H. I. J. Ministers
for Foreign affairs

Enclosure

U. S. Legation
Japan,

With Des. No 41.

Enclosures 2

Copy of letter to
U. S. Min'ster
for Foreign af=
fairs

May 18, 1872

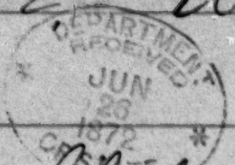
No 2

Acted

M Burdan

No 42 U.S. Legation Japan.

May 25, 1872.



Mr. Shepard, Chargé d'affaires ad.

To the Dept of State.

Subject.

Acknowledgment of Despatches.

No 42.

U. S. Legation, Japan.
May 25, 1872

Hon. Hamilton Fish
Secretary of State
Washington

Sir:

I have the honor to acknowledge receipt of Despatches Nos 6, 7, 8 & 9, together with enclosures.

I am, Sir
Your obt servant

Charles A. Dunham
Chargé d'affaires ai

U. S. Legation,
Japan, May 25/72.

C. Shepard
Chargé d'affaires

No 42.

Despatches received

---

ackn by no
Asked
Mr. Bond

No 243. U. S. Legation, Japan.

May 25. 1872.

DEPARTMENT OF STATE
JUN 29 1872

Mr. Shepard, Chargé d'affaires ai

To Dept of State.

Subject Additional powers conferred upon the Embassy.

Abstract of Contents.

Copy of H. I. M's Ministers for Foreign affairs' note enclosed.

U. S. Legation

No 43. U.S. Legation, Japan.
May 25. 1872

Hon. Hamilton Fish
Secretary of State
Washington

Sir:

I have the honor to en-
close copy of a note this day
received from H. I. M's Min-
isters for Foreign affairs con-
cerning additional powers
conferred upon the Embassy
now in America. This seems
to look toward a general con-
ference of all the treaty powers.
Although it presents some diffi-
culties I can see no particular
objection to such a proposition
provided always some one

fully acquainted with our wants in, and the peculiarities of Japan, were present.

I am, Sir,

Your obt servant

Charles A. Dunham

Chargé d'affaires ai.

Enclosures.

Copy of note from H. I. M's Ministers for Foreign Affairs.

Copy

Yokei the 18th of the 4th
month of the 5th year
Meiji

Sir

We have the honor to communicate to your Excellency that it was the intention of the Japanese Government, as stated in our letter dated the 9th of 10th month to dispatch to your Government the Ambassador Extraordinary Iwakura Tomomi Udaijin Prime Minister, and associate Ambassadors Extraordinary Sanjo Sanetomi Sakayachi Kido, Privy Councillor, Inoue Kaoru Okubo Minister of Finance, Ito Hirobumi &c. acting Minister of Public works and Ito Masuka Yamaguchi, Assistant Minister of Foreign affairs and to empower them to consult with your Government upon the points of the

Treaty proposed to be revised
and upon their return to Japan
to revise said Treaty,

Whereas Yours has now
invested the above named Am-
bassador Extraordinary and
Associate Ambassadors Ex-
traordinary with full power
to negotiate and sign regard-
ing the revision of the present
Treaty, at such place as may
be convenient for that pur-
pose, if agreeable for both
parties.

We beg leave to re-
quest that you will be kind
enough to communicate to
your Government our in-
tentions

With Respect and Consideration

Signed Sayeshuira Sanesoni
" Terashuira Munenori
Ministers for Foreign
Affairs

His Ex

C. E. DeLong
Envoy Extraordinary &
Minister Plenipotentiary
of U. S. A. in Japan

Enclosure

U. S. Legation
Japan. May 25/72.

With Des No 43

Copy of letter from
H. I. M's Ministers
for Foreign affairs

No 1.

Ack July 24 Ack

Mr Porter

No. 44

United States Legation

Japan. June 10th 1872.

Mr C. C. Shepard. Chargé d'Affaires. a.i.

To the Department of State.

Abstract of Contents

Appointment by His Majesty the Tenno of an Env Ext and Min Plen to England. Vice Officer to be appointed soon to the United States.

No. 44. United States Legation

Japan. June 10th 1872.

Hon Hamilton Fish.

Sec'y of State.

Washington D.C.

Sir:

I have the honor to inform you that His Majesty the Tenno has appointed Terashima Munenori his Envoy Extraordinary and Minister Plenipotentiary to England.

In answer to an enquiry, the Minister for Foreign Affairs to day informed me that it was His Majesty's intention to send after a short time, an officer of like rank to the United States, or to promote the present Minister Resident to that grade.

I have the honor, Sir

to be

Your obedient servant

Charles E. Shepard

Chargé d' Affaires. a. i.

Japan

June 10th 1872.

Mr C. O. Shepard
Chargé d' Affaires. a. i.

No 44.

Enclosures None

Received

appointment by the Mikado of an Ex and Min Plen to England.

Extr Ackd July 24 Ackd Mr Bates

No. 45.

United States Legation

Japan. June 13th 1872.

Mr C. A. Shepard. Chargé d' Affairs. a.i.

To the Dept of State

Subject. Japanese Rail road.

Abstract of Contents

opening of the Japanese Rail road between Yokohama and Yedo. distance 17½ miles. cost per mile.

No. 45. United States Legation
Japan. June 13th 1872.

Hon Hamilton Fish.
Secy of State.
Washington D.C.

Sir:

I have the honor of advising you that after prolonged, repeated and unheard of delays, the little strip of Railway between Yokohama and Yedo, (17½ miles in length) has at last been opened to the public, under the rules and regulations herewith enclosed.

More than two years have passed since the commencement of the work, and although but two cuts of say an eighth or quarter of a mile each in length, and say Forty feet in depth have been made, it has cost

the

the Government, as I am credibly informed ($140.000) One Hundred and Forty thousand dollars per mile.

The work has been entirely in English hands - no American I am happy to say having had to do with it

The Government are exceedingly reticent upon the subject, but are evidently any thing but satisfied with its cost and management.

I have the honor, Sir,

to be

Your obedient servant

Charles A. Shepard

Chargé d' Affaires. a.i.

Enclosure. No 1. Rules & Regulations for Railway bet Yokohama and Yedo

PENALTIES

FOR THE INFRINGEMENT OF THE

Railway Regulations,

OF THE

IMPERIAL GOVERNMENT OF JAPAN.

Penalties for intoxication, &c. of Railway officials.

1.—Any Railway Official who shall be in a state of intoxication whilst actually employed upon the Railway or any of the works connected therewith in the discharge of any duty shall be liable to a fine not exceeding **25** yen, and any Railway Official who omits or neglects to perform his duty or who performs the same in an improper manner so that such omission, negligence, or improper performance is likely to endanger the safety of any person travelling or being upon the Railway, shall on conviction be liable to imprisonment with or without hard labour for a term not exceeding **18** months or to a fine not exceeding **100** yen.

2.—Any person who shall commit any of the offences mentioned in Regulation **4** shall be liable to a fine not exceeding **25** yen.

3.—Any person who shall commit any of the acts prohibited by Regulation **5** shall be liable to a penalty not exceeding **10** yen.

4.—Any person who shall commit any of the acts prohibited by Regulation **6** shall forfeit his fare and be liable to a fine not exceeding **25** yen.

5.—Any person who shall commit any of the acts prohibited by Regulation **7** shall forfeit his fare and be liable to a fine not exceeding **10** yen.

6.—Any person who shall be in a state of intoxication upon the Railway or its premises, or in its carriages, or who shall commit any of the acts prohibited by Regulation **8** shall forfeit his fare and be liable to a penalty not exceeding **20** yen.

7.—Any person who shall commit any of the offences mentioned in Regulation **9** shall be liable to a fine not exceeding **50** yen or to imprisonment with or without hard labour for a term not exceeding one hundred days.

8.—Any person who shall commit any of the acts prohibited by Regulation **10** shall be liable to a fine not exceeding **25** yen.

9.—Any person who shall commit any of the acts prohibited by Regulation **11**, shall be liable to a fine not exceeding **25** yen.

10.—Any person who shall commit any of the acts prohibited by Regulation **15** shall be liable to a fine not exceeding **25** yen.

11.—Any person who shall wilfully fail to give on demand such account of goods as is required by Regulation **17**, or who shall wilfully give a false account of such goods when so required, shall be liable to a fine not exceeding **25** yen for every ton of goods, and to a fine not exceeding **10** yen for any quantity less than a ton.

12.—Any person damaging or destroying the property of the Railway shall, in addition to his rendering himself liable to penalty or other punishment therefor as mentioned in Clause **7**, and notwithstanding the infliction of these, be liable also to make compensation to the Railway Government for such damage or destruction, and the prosecution for the penalty or punishment and the claim for compensation may, if instituted together, be simultaneously decided by the proper authorities.

The Government Railway Regulations shall come into operation and the above penalties may be enforced

from and after the 12th day of June , 1872.

Railway to be opened on the 12th June 1872

Government Regulations.

RELATING TO

RAILWAYS IN JAPAN.

The Government of Japan hereby enacts the following Rules for the Regulation of Railways in Japan.

Fares to be prepaid.

1.—No person shall enter any Carriage used in the Railway for the purpose of travelling therein without having first paid his fare, and obtained a passenger's ticket.

Passengers tickets to be given up on demand.

2.—Every person shall, when required, shew his ticket to any Railway officials appointed to examine the same, and shall deliver up such ticket upon demand to any of the Railway officials appointed to collect tickets.

Any person not producing or delivering up his ticket as aforesaid shall be liable to pay the fare from the place whence the train originally started, unless he can prove that he has travelled a less distance only, in which case he shall be liable to pay the fare only from the place whence he has travelled.

3.—At the Intermediate Stations the fares shall be deemed to be accepted and the tickets furnished only upon condition that there be room in the train for which the ticket shall be furnished. In case there shall not be room in the train for all the passengers to whom tickets shall have been furnished, those who shall have obtained tickets for the longest distance shall have the preference, and those who shall have obtained tickets for the same distance shall have the preference according to the order in which they shall have received their tickets.

Penalty for Fraud, &c.

4.—Any person who shall defraud or attempt to defraud the Government by travelling or attempting to travel upon the Railway without having previously paid his fare, or by riding in or upon a carriage of a higher class than that for which he shall have paid his fare, or by continuing his journey in or upon any of the carriages of the Railway beyond the place for which he shall have paid his fare, without previously paying the fare for the additional distance and with intent to avoid payment thereof, or who shall knowingly and wilfully refuse or neglect on arriving at the point to which he shall have paid his fare to quit such carriage, or who shall in any other manner whatever attempt to evade the payment of his fare, shall be liable to be prosecuted according to the law applicable to such offender.

Prohibition against entering Carriages in motion.

5.—No passenger shall get into, or upon, or shall quit or attempt to quit any carriage upon the Railway while such carriage is in motion; and no passenger shall ride or attempt to ride upon the Railway on the steps or any other part of a carriage except on those parts which are intended for the accommodation of passengers.

Persons afflicted with small-pox are not allowed to travel.

6.—No person afflicted with small-pox or other contagious disease will be permitted to travel by Railway, and if any person whilst travelling be discovered to be so afflicted, it shall be lawful for any Railway official to remove him from the Railway premises at the first opportunity.

Smoking and intrusion.

7.—No person shall be permitted to smoke in any part of the Railway premises, or in carriages or in compartments of carriages set apart for non-smokers, and no male passenger shall be permitted to enter any Railway carriage or part of a carriage or any room reserved for females, and any person who shall persist in infringing this regulation after having been warned to desist by any of the Railway officials, may be immediately removed by any of the Railway officials from any such carriage, and from the premises of the Railway.

Intoxication or nuisance.

8.—Any person who shall be in a state of intoxication, or who shall commit any nuisance or act of indecency in any Railway carriage or upon any part of the premises of the Railway, may be immediately removed by any of the Railway officials from any such carriage, and also from the premises of the Railway.

Penalty for removing or defacing, &c. Railway property.

9.—Any person who shall unlawfully and wilfully remove or deface or in any way injure any notice or document posted by the Railway authorities at the Stations or along the line, or remove or deface the number plates, or remove or extinguish any lamp on a carriage belonging to the Railway, or shall wilfully or negligently damage or injure any Carriage, Engine, Wagon, Truck, Warehouse, Building, Machine, Fence or any other matter or thing belonging to the Railway, shall be dealt with according to law.

Prohibition against riding on Engine, &c.

10.—No person other than Engine-men and Firemen and those having the special licence of the proper Railway authority, shall ride or attempt to ride upon any Locomotive-engine or tender upon the Railway, and no person other than the guards or brakesmen or those having such licence as aforesaid shall ride or attempt to ride upon the Railway in or upon any Luggage-van or goods-wagon or other vehicle not appropriated to the carriage of passengers, and any person who persists in infringing this regulation after having been warned by a Railway official shall be liable to immediate removal therefrom.

Trespass.

11.—Any person who shall trespass upon any part of the Railway or Stations or other premises belonging to the Railway shall be liable to immediate removal from the Railway or its premises by the Railway officials.

No liability for passenger's luggage.

12.—The Government shall in no case be answerable for loss of or injury to any passenger's luggage or other property unless it shall have been booked and separately paid for, and the Government shall not be liable for loss of or injury to the contents of any luggage, even when booked and separately paid for, other than articles of clothing belonging to a passenger and carried by him for his own personal use, and in no case shall the liability of the Government for such loss or injury exceed Fifty yens.

No liability for loss of gold, silver, &c. unless in certain cases.

13.—The Government shall in no case be answerable for loss of or injury to any gold or silver coined or uncoined, manufactured or unmanufactured, or any precious stones, jewellery, watches, clocks, or time pieces of any description, trinkets, curios, lacquer-ware, bills of exchange, promissory notes, bank notes, kinsatsz, orders or other securities for payment of money, postage stamps, title deeds, maps, writings, paintings, engravings, pictures, plated articles, glass, china, wine, spirits, silkworms' eggs, cocoons, or silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, shawls, lace, or any of them contained in any parcel or package which shall have been delivered to the Railway officials to be carried for hire, unless the value and nature of such articles shall have been declared by the person or persons sending or delivering the same, and an increased charge for the safe conveyance of the same shall have been accepted by some person specially authorized to enter into such engagement on behalf of the Government.

Carriage of live stock.

14.—The Government shall in no case be liable for loss of or injury sustained by any horses, cattle, or any other description of live stock which may be delivered to the Railway officials for carriage by the Railway, beyond the sum hereinafter mentioned, (that is to say) for any Horse or Cow fifty yen, for any Sheep or Pig five yen, for any Oxen twenty yen per head, unless the person sending or delivering the same to the Railway officials shall at the time of such delivery have declared them to be respectively of higher value than as above mentioned, and an increased charge shall have been accepted by some person specially authorized to enter into such engagement on behalf of the Government.

Prohibition against discharging Fire Arms.

15.—No person shall discharge any fire-arms from any of the carriages of the Railway, or when upon the Railway, or upon any part of the Railway premises.

Gunpowder, &c. not to be carried on the Railway.

16.—Until further notice, no Gunpowder, Petroleum, Kerosene Oil, Naphtha, Turpentine, Vitriol, or other articles of an explosive or highly combustible nature shall be carried by the Railway.

Written account of goods to be given on demand.

17.—The owner or any person having the care of any goods which shall have been carried upon the Railway, or which shall be brought on to the premises of the Railway for the purpose of being carried upon the Railway for hire, shall upon demand by any Railway official appointed to receive goods to be carried on that part of the Railway on which such goods shall have been carried or shall be about to be carried, deliver to such official an exact account in writing signed by him of the number and quality and description of such goods.

Limitation of Government liability.

18.—The Government shall in no case be liable for loss of, or injury to any articles, goods, or live stock, which may be entrusted to them for carriage by the Railway, unless such loss or injury shall have been caused by the negligence or default of its officials.

Freight of Goods.

19.—If any person shall fail to pay on demand any sum due for the conveyance of any goods, it shall be lawful for the Traffic-manager or his substitute to detain all or any part of such goods, or, if the same shall have been removed from the premises of the Railway, any other goods of such person which shall then be on the premises of the Railway or shall thereafter come into the possession of the Railway authorities, and also, after reasonable notice to such person, to sell by public auction sufficient of such goods to realize the sum payable as aforesaid and all charges and expenses of such detention and sale, and out of the proceeds of the sale to retain the sum so payable together with the charges and expenses aforesaid, rendering the overplus, if any, of the money arising by such sale, and such of the goods as shall remain unsold, to the person entitled thereto; or the Government may recover any such sum by action at law.

Forwarding of Goods.

20.—The freight paid for the conveyance of goods shall be deemed to be accepted only upon condition that there be room in the train.

Parties contracting with the Government to be subject to these regulations.

21.—No person shall be entitled to travel, or have his luggage or other property carried upon the Railway except under the conditions and provisions contained in these Regulations.

Alteration, &c. of Regulations to be notified.

22.—The Railway authorities shall duly notify any alteration in respect of, or addition to these Regulations.

Chief Commissioner and Director of Railway may prosecute, &c.

23.—The Chief Commissioner of Railways or the Director of Railways is hereby empowered to institute any prosecution or action at law which they may consider necessary for the purpose of carrying out the Regulations.

Alteration of tariff, &c.

24.—The Tariff of charges for conveyance or carriage by the Railway is subject to variation from time to time according to the exigencies of the case, and any such alteration shall duly be notified to the public two weeks before it shall come into operation. But the Chief Commissioner, or Director, or Traffic manager has power to run excursion or special trains at fares lower than the ordinary rates without giving such notice as aforesaid.

These Regulations shall come into operation from and after the

twelfth day of June

1872.

United States Legation

Japan

With Despatch #45

Rules & Regulations
for Japanese Government

No

Ans 2
June 13
granting leave

Cordially
CH
June 13

Mr. Pratt

DEPARTMENT OF STATE
RECEIVED
JUN 13 1872

Washington D.C.
June 13th 1872

Hon Chas Hale
Asst Secretary of State (Acting Secretary)
Washington D.C.

Sir:

Having been told by Lt. Col. Comstock before his departure for the north, that he would not return to Washington before the 24th and possibly not before the 28th,

I respectfully request leave to visit the State of North Carolina for a term of absence not exceeding seven days. & to return here before the 21st inst. If leave should be granted, my address while away, will be High Point N. C.

I am Sir
Very Respectfully
Nathan Dixie
Interpreter

High Point

Ltr. Tech. of Appleton July 24

Copy 2

DEPARTMENT OF STATE RECEIVED JUL 22 1872

FOREIGN Relations '72

No. 46

U. S. Legation, Japan,

June 16, 1872.

Mr. Shepard, Chargé d'affaires

To the Dept of State,

Subject. Audience with the

Tenno.

Abstract of contents.

Presentation of Admiral Jenkins on the 14th inst. Refusal of the English, French and Russian Chargé d'affaires, to be presented unless the Tenno would receive them standing. The Tenno's declination

No. 46. U.S. Legation, Japan,
June 16 1872.

Hon. Hamilton Fish,
Secretary of State.
Washington

Sir:

On the 14th inst, I had the honor of presenting Rear Admiral Jenkins to His Majesty the Tenno, and although the occasion itself presented no unusual features the circumstances were peculiar, and bringing me as they did, at variance with my English, French and Russian colleagues, I feel it my duty to give them in brief.

On the 24th ult. Mr. Watson arrived in Japan, and received Mr. Adams as H. B. Ms Chargé d'affaires. About the same time Mr. Bilgow arrived as Russian Chargé d'affaires, as did also the French Admiral. It has been the custom of this Court to receive Chargé d'affaires and Admirals, and the days for the receptions of the English Chargé d'affaires; Admiral Jenkins; the French Admiral; and the Russian Chargé d'affaires were all set in the order I have just named, with but a day or two between each.

Upon arranging the details Mr. Watson found that the Dutch

would receive sitting to which
he at once took exceptions.
The Dumo declined to stand,
saying that he received Charge
d'affaires and Admirals only as
a matter of courtesy, and that
he could not be dictated to con-
cerning the manner. He claimed
that Japanese and foreign customs
differed and that while for in-
stance in America and Europe
it was courtesy to uncover
the head, in Japan it was et-
iquette to cover it. Mr. Wat-
son declined a presentation
except the Dumo stood, and ap-
pealed to the French and Russian
Charge d'affaires and myself to
support him. Those gentlemen

deemed it proper to comply - I saw my duty quite in the opposite direction. I only asked that admiral Jenkins and myself be received as others had been and would be received.

I claimed that Foreign Representatives had no right to demand a change of Japanese customs, and that intention should determine a courtesy or lack of courtesy. I deprecated the forcing of strict etiquette upon this people, as interpreted by an European Court, and thought it better to suit ourselves to circumstances and make allowances

instead of seeking for points of dispute.

(With my opinions and support the Minister for Foreign affairs, expressed himself delighted, and the audience was arranged as usual.

While in the waiting room, the day of the presentation, I was informed that so pleased was His Majesty with my friendly actions, that he had determined to receive me standing - assuring me that it was done as a particular mark of gratitude and friendship, and that in doing so he did not commit himself to future action. The other

audiences spoken of have
not yet taken place, hence
how they will be received,
I cannot say, but be that as
it may, through kind words,
a courtesy has been offered
me, which threats and demands
were impotent to effect.

I have the honor, Sir, to be
Your obt servant
Charles O. Shelford
Chargé d'Affaires ai

U. S. Legation, Japan
June 16 1872.

C. O. Shepard
Chargé d'affaires

No. 46

Enclosures Nos

Recd

Audience with
the Tenno.

Remarks on page
July 24 Desires copy July 20
W Pratt?

No. 47. DEPARTMENT OF STATE RECEIVED JUL 22 1872

United States Legation
Japan. June 18th 1872.

Mr C. E. Shepard. Chargé d'Affaires. a.i.
To the Department of State.

Abstract of Contents.

Forwarding for perusal, a copy of note addressed to H. I. J. M.s Minister for Foreign Affairs, upon the matter of the Perry acquiring our Language.

No. 47.

United States Legation
Japan. June 18-1872.

Hon Hamilton Fish.
Secy of State.
Washington. D.C.

Sir:

I have the honor to forward for your perusal a note addressed by me to H. E. M. Minister for Foreign Affairs, upon the matter of the Terms acquiring our language.

The occasion seemed to me opportune the subject worthy of mention, and although it may not bring about the desired results, certainly no harm can follow.

I have the honor. Sir,
to be.
Your obedient servant
Charles A. Dunham
Chargé d' Affaires. a. i.

Japan

June 18th 1872.

Mr C. A. Seelyard
Chargé d'Affaires. a.i.

No 47.

Enclosures — One —

Received

Forwarding copy of note in regard to the Treaty regulations language.

(Copy)

No. 88. United States Legation

Japan. June 17th 1872.

Your Excellency:

A few weeks ago I had the pleasure of witnessing an exhibition of the scholars of Dai Gaku Nankō, in Tokei, and of witnessing the interest in the various ceremonies which was displayed by many distinguished visitors, including His Majesty the Tenno. I heard at the same time that His Majesty was already familiar with some of the methods of foreign education, having been for a considerable period engaged in studying the German language under the guidance of Mr Kato, a former director of the Imperial College.

Since learning that His Majesty has thus signified his inclination to become acquainted with the languages of other

countries

countries besides this one, I have felt strongly impelled to offer, through you a few suggestions upon the subject, which I now do in the sincere hope that it will be received as cordially as I suggest it, and that the attention of the Court may be called by it to a few circumstances which I think may contribute to its practical advantage, and add to the already high reputation which the Sovereign enjoys among the foreign nations.

The remarkable diffusion of education among the youth of Japan, is attracting great attention. The best authorities assure me that many of the students of Nanko, exhibit intellectual abilities which entitle them to rank with the first scholars of similar age and opportunities to their own, in America and Europe. It is admitted that their rapid progress is in a very

very great measure due to the influences of the methods of foreign instruction, and to the enlarged advantages of investigation and enquiry which freedom in foreign speech affords. Knowing this to be the fact, I felt especially gratified to find that His Majesty was himself undertaking the acquisition of a European language.

When so many of his subjects are distinguishing themselves in this manner it seems peculiarly appropriate, and perhaps almost essential - that he, by joining in their work, should encourage them, and lead the way for others.

It also appeared to indicate a determination to follow the custom of the most advanced Western nations, where the head of the state is now always expected to be versed in the highest educational accomplishments that

that his people can enjoy. But it also seemed that in case my supposition was correct, some thing was wanting in the manner of carrying out this excellent design. Although I do not doubt that His Majesty has many judicious advisers on these general subjects, I am nevertheless desirous of submitting a suggestion on this particular point, based upon what has been established by the learned in regard to the relative importance of different languages, and the methods of acquiring them.

A knowledge of all European languages would undoubtably be desirable for any person of rank, but it need hardly be demonstrated that it would be most convenient and desirable to become acquainted with them in the order of their practical value. No body would think of

of learning Swedish or modern Greek before French or German. The most important language is undoubtedly that which is spoken by the greatest number of people representing powerful countries, and your Excellency is aware that this is the English language. It is the natural tongue of the two Anglo Saxon nations of the old and new world. In England it is spoken by nearly forty millions of people; in the United States by a number equally large. It also prevails in the great Colonies of Canada and Australia. It is familiar to a vast number of the inhabitants of the continent of Europe, and there are few parts of the world in which it is not to some extent current. It is the language of commerce in every quarter of the globe, and it is destined to become the language

of

diplomacy. A knowledge of it is considered one of the first requisites of European statesmen. It is indeed spoken by three times as many persons as any other of the languages of the West.

I have thought that it might not be out of place to thus indicate through your Excellency, the paramount importance of English, and the convenience which a knowledge of it might give to the Japanese Court in the event of future direct communications with Foreign Representatives. There is not one of them, I believe, with whom the Sovereign could not converse in English; - but with how few could he exchange ideas in German or French. Having shown the permit me further to suggest how much depends upon the correct method of

attaining

attaining expertness in a strange language
The experience of those who are best
qualified to judge has shown that
in the endeavor to gain such knowledge
from any person excepting one to
whom the tongue is native, a great
proportion of the labor is absolutely
wasted. French cannot be properly
learned except from a Frenchman -
English cannot be learned except from
an Englishman or an American. This
of course is not only true in Japan,
but is true everywhere. But there
are reasons which can be easily
explained why it is especially
difficult for a Japanese to impart
the correct principals of English speech
to one of his countrymen. These reasons
do not depend in all respects upon the
intelligence

intelligence or scholarship of the teacher, but upon certain laws of utterance which cannot be varied. I therefore hope if my conjecture that His Majesty intends devoting himself to the study of a foreign language is correct, he will do so with the assistance of a competant foreign teacher;

I shall take the liberty of again inviting your attention to the subject generally, at our next personal interview.

I have the honor, Sir.

to be

Your obedient Servant

(Signed) Charles. R. Bagford.

Chargé d' Affaires. a. i.

H.E.

Soyeshima Tanenari

H. I. J. M.s Minister for Foreign Affairs

[June 19, 1872]

Blank No. 1. 136 650 Pm

Cut

THE WESTERN UNION TELEGRAPH COMPANY.

The rules of this Company require that all messages received for transmission, shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message.

THOS. T. ECKERT, Gen'l Sup't, New York | WILLIAM ORTON, Pres't, O. H. PALMER, Sec'y, } New York.

7. Rg

Dated High Point N.C June 19 187 2

Received at 640 Pm

To Hon Hamilton Fish

Secy State Residence 1500. I St W

Kindly extend my leave if Embassy have not returned and State time — my mother here sick

Nathan D. Rice

Interpreter

Ans. by telegh

16 paid — B — ad

Rec'd 9 pm (19th) @ 7:1 week

Ex file

DEPARTMENT OF STATE RECEIVED JUL 22 1872

No. 48 U. S. Legation Japan.

June 20. 1872

Mr. Shepard, Charge d'affaires ai.

To Department of State

Subject Duties of the Legation

Abstract of Contents

Requests that if appointed a Secretary of Interpreter be required to report for duty

No. 48 U. S. Legation Japan.
June 20, 1872.

Hon Hamilton Fish
Secretary of State
Washington

Sir

I have the honor earnestly to request that if a "Secretary" or "Interpreter" has been appointed for this Legation, he be required to report for duty as early as practicable. I am called in so many directions and find so many demands upon my time, that to conduct the business of the Legation with satisfaction to myself

is utterly impossible.

I frequently go to and from Yedo in the night and with the additional duties of the Consulate imposed by Mr. Hale's No. 49 I find my health failing.

I beg for early consideration of this matter. I will cheerfully labor so long as my strength lasts, but failing that gradually leaving me as I do, I am reluctantly obliged to mention the subject.

That my dispatches are hurriedly and imperfectly drawn, I fully realize, but taking into consideration

hoir the circumstances
& full sure of your kind in=
dulgence. of course if a
Secretary precedes Mr De=
Long, he will at once take
charge of the Legation.

I have the honor, Sir to be,
Your obt servant
Charles D. Sheppard
Chargé d'affaires ai

U. S. Legation,

Japan. June 20/72.

Co. Shepard

Chargé d'affaires

No. 48

Enclosures none

Recd.

Requests that the Secretary or Interpreter of Legation be required to report for duty

Encl

No 49. U. S. Legation Japan

June 20, 1872.

Mr. Shepard, Chargé d'affaires

To the Dept of State.

Subject - Growth, culture and preparation of tea

Copies to Chmn Committee on Foreign Affairs H R 18 Jly

No 549. U. S. Legation Japan

June 20. 1872

Hon. Hamilton Fish

Secretary of State

Washington

Sir

I have the honor to communicate the results of a tour made during the past month, for the purpose of observing the growth, culture and preparation of Tea in Japan. The portion of country visited (Suruga) is one of the largest tea growing districts in the Empire, and contributes largely to the immense annual export.

This export amounted

last year (ca season from June 1st to May 31st) to 15.310.621 lbs. of which it is important to consider that the United States received 15.307.933 lbs. and Europe only 2688 lbs. These figures serve to show the comparative trade of the different countries with Japan, in the matter of tea, and the particular and peculiar interest America has in that trade. As Europe monopolizes the silk so does America the tea, and that this may more fully appear I append the following statistics:

Comparative table of total Export of Tea

	New York	San Francisco	England	China
1862-3	941.001	364.187	2.597.619	2.072.894
1863-4	1.641.316	337.363	1.605-864	1.084.152
1864-5	1.555.808	935.044	2.506.927	257.349
1865-6	5.644.512	888.721	988.742	2.586
1866-7	5.305.207	1.417.396	667.061	———
1867-8	6.663.414	1.021.947	1.253.171	73.436
1868-9	8.663.718	1.521.146	489.387	1.800
1869-7	9.994.979	1.657.633	100.003	———
1870-1	12.101.755	2.576.297	234.933	76483
1871-2	13.298.085	2.009.848	2.688	———

While other industries have been commented upon by official representations of countries interested in them, the subject of the culture of tea, which is to America of much superior importance has been neglected.

In the hope that some practical advantages may result from

a more complete understanding of the various processes of its production, my journey was undertaken. The country visited is about 120 miles distant from Yokohama, and, as mentioned in a previous despatch, was reached in the Steam Yacht "Emperor" placed at my disposal by Mess. Walsh, Hall & Co. and manned and officered by U. S. Sailors and Seamen through the kindness of Rear Admiral # Rodgers.

Accompanying this report are a set of paintings representing most thoroughly and perfectly the preparation of tea and I shall have occasion hereafter frequently to refer to them. Each is distinguished

wished by a letter as wide be seen and they may be said to afford a detailed narration by themselves. I obtained them through the courtesy of the Governor of = Shidzuoka.

The tea plant is propagat= ed from seed only (which seed is contained in a little nut or capsule as represented in the paint= ing marked "A") matures for picking in three years and is never grafted. It is polyandrous has a white blossom with bushy stem and is very leafy. The leaves are elliptic and serrated except at their base, as shown in painting "B". The family is the same as that of the familiar camellia. At nine

or ten years it gives its largest yield, and at from twenty to twenty-five years has developed so much wood as to render cutting down to the roots necessary. The new shoots coming up, are said to produce better leaves than the seed-planted shrub. The tree is never allowed to grow higher than four feet and is generally kept within a limit of three feet. The soil best adapted to it, is light and is composed of sand, loam and cinders. In case manure is used, preference is given to fish and oil cake. December is the month for planting and at the end of the first year the condition of the stalk and

leaf is as shown in the paint-
ing marked "D". Painting "B"
represents the mach formation
of the leaf.

Picking. — The first pick-
ing of the tea commences in
April, at this yild leaves are
the most tender. Picking con-
tinues through May and June but
the leaves are then larger and
are not so highly estimated. Wo-
men are principally employed
in this operation, in which a
small basket is hung at the
side of each person and a
large one deposited for general
use. When two of these large
baskets are filled, a "coolie"
carries them to the drying house

as is represented in the painting marked "G" only the first three leaves of every stalk or stem are picked (see painting "HH") the remainder being unfit for use.

Steaming.— As the leaves accumulate at the drying house, they are placed in a broad flat basket of say 30 inches in diameter by 3 inches in depth and deposited for about 60 seconds in a steam bath, covered by a wooden lid (Painting "II") The leaves when taken from this steam bath are then spread upon the mats (marked "K") and cooled. The only apparent effect produced upon them is a softening and shrinking of the leaf and a slight dimi-

mation of freshness in color
see "J"

"Paper firing - About four
cattis (a cattie being 1⅓ lbs) weight
of the steamed leaves are then
carried to pans or furnaces. These
are made of stone, plastered out-
side, about 3 feet high - 3½ feet
long by 2 feet broad, see painting
"L." In the interior and close to
the ground is placed a fire of
charcoal, which is not fed through
any ~~side~~ hole at the side or beneath
but is supplied at the top. Upon
and inside this top is placed a gri-
roir (painting "M") as a support,
over which is placed the paper tray,
(painting "N") into which the tea
leaf is thrown. This tray has a

wooden frame, with a bottom
of 5 or 6 thicknesses of tough
paper, which rests upon the grid=
iron and a few days use gives
it a brown shiney appearance.
As the heat acts upon the leaves a
"coolie" (there being one for each
pan) agitates and stirs it with his
hands (painting "O") Sometimes
he rolls large bunches in his #
hands distributing the leaves
about the tray as he wipes them.
The next instant he kneads the
leaves as a housewife works
dough, but all the time taking
care to keep them in motion.
This rubbing, kneading and working
continues for about an hour, when
the tea is again taken out and place

upon mats to cool. Here the leaves which have not assumed a distinct twist or curl, are picked out and the remainder are again placed in the tray, for additional drying (painting "P") Again the whole is removed to the mats for cooling and still again placed in the tray for drying (painting "Q") It will be seen that with each successive drying the leaf takes a darker color, and becomes more and more twisted. This alternate heating and cooling produces the color, as the slower the decomposition the greater the color gained.

Sifting - Bamboo baskets

of about 2½ feet diameter by 8 inches in depth are suspended from the ceiling by small cords (painted "IR") The bottoms of these are of fine split bamboo, made with interstices varying according to the fineness desired. This grades the tea. Again the paper tray receives the tea which is slightly agitated for say 15 minutes. This operation is more to heighten the color and put a smooth face upon the tea, than to expel moisture. The tea is now placed in bamboo scoops of about 24 x 30 inches and by a dexterous tossing motion, the dust is entirely fanned out. From this the tea is taken to long low tables (paint-

ing "S") where any remaining stems
or uncurled leaves are removed by
women and girls. This refuse tea
is drunk by the very poor people
and is more frequently given
away than sold. Only the very
best tea is placed in jars (repre-
sented in painting "S") the majority
is packed in rough boxes covered
with paper and weighing about
110 lbs (80 catties) the house mark
is placed upon them, and they are
carried to the market towns ei-
ther by "coolies" or upon the
backs of bullocks. For Japanese
consumption the tea is now con-
sidered complete and is received
to us in its most delicate and
perfect condition. All the fine

qualities are preserved, while the leaf is left nearly whole or unbroken with almost no dust. To suit the demands of american consumers it has been deemed desirable to re-fire the tea in the port of shipment, after its arrival from the country. This is done in iron pans over a strong charcoal fire, and the tea is kept in these pans and constantly stirred for from 45 to 60 minutes. The result of this process is the "toasty flavor" and the "garnish color" wanted, but it is obtained at the expense of that delicate and rich flavor which the tea has after the country manipulation - with great increase

in the quantity of dust and
broken leaf - after a loss in #
weight of an average of about
7 per cent. and at a cost of about
$1.25 per picul, or say one cent
gold per pound. The re-firing
is unnecessary to preserve the
tea for the voyage to America
or at least extra firing in the
country at the price of the o-
riginal preparation would be
all that could be requisite in
this respect and there can be
no doubt that the re-firing in
the ports is a position and serious
injury to its qualities as a bev-
erage. Why tea dealers and
consumers in America should
demand a greenish color in the

Tea is not easy to understand.
It is not a natural color and
can only be obtained by strong
firing and stirring in pans
as stated - or artificially by an
admixture of indigo, plaster of
Paris and soap = stone as in China.
It is well known that all green
tea from China - such as is #
known in Common as Hyson,
Young Hyson, Gunpowder and
Imperial - is made green arti=
ficially by adding indigo &c.

Neither Chinese nor Jap=
anese use Tea in any other than
its pure, natural state and they
wonder that we are content to
drink what they find disagreeable
if not absolutely baneful. The

.1

keen Chinaman does not hesitate
to apply the artificial coloring
to suit our depraved taste and
would doubtless add Prussic acid
or arsenic if he was asked to
do and could be shown how it
would pay. The Japanese have
not yet shown themselves dis-
posed to adapt these processes
and at present allow foreigners
to do the work for themselves.
Probably however they will not
long hesitate to meet our exact
demands and will without
doubt soon give us their tea
exactly as it is wanted, using
such chemicals as may be
necessary and will pay best.
When it is remembered that

the coloring of the tea is a cer-
tain and considerable expense
as well as positive injury to
the drinking qualities, it is dif-
ficult to understand why it
is practised. Mixtures and
adulterations are generally
made for the purpose of #
cheapening an article, or to
give increased profits to un-
scrupulous traders. But here
seems to be a clear case of its
being done to satisfy the whims
or fancies of consumers; consum-
ers who are generally as ignoran
of the manner of growing and
curing tea as they are of the
age or sex of those who grow and
cure it.

It will perhaps assist consumers and tea-drinkers to say that the best Japan tea in its pure natural state is a long wire twisted leaf with but little dust or broken leaves in it and of a brownish green rather than a yellowish or greyish green. All Japan teas partake of this descrip-tion down to the cheap-est, but the common grades not so well twisted, have more dust and open broken leaves and are of an uneven and un-equal color.

In conclusion I will mention briefly a few facts. Tea has been used in China

Japan and Corea for more than 1000 years. The first foreign export was to Holland early in the 17th century and England about 1660. It is probable that the very finest teas are every where grown by Priests. They are cultivated under mats, are sold in Japan at from $5.00 to $6.00 per pound and are wholly consumed by the higher classes of the country. Mats are used because shade is found to be conducive to the most advantageous development and where natural shade is wanting, artifical covering must be substituted.

The cultivation of tea

in Japan is universal and is pursued on the small farming principle of the continent of Europe, no one particular person producing a very large amount. The largest plantation I visited yields only 15 piculs per year (a picul being 133 lbs) and the poverty of tea farmers generally amounts almost to destitution.

One man prepares about 55 lbs. of fresh leaf per day. This loses in the Japanese preparation about 70 per cent and in the additional foreign firing another 5 per cent, making an enormous loss in the aggregate of fully 75 per cent.

I am under great ob=
ligations to Prof. Thomas Au=
hill for an analysis which
I append in extenso.

Should my efforts and
investigations thus ~~meet~~ far
meet with approbation and
encouragement from the De=
partment I will take great
pleasure at some future
time in pursuing the matter
to a more profitable and sat=
isfactory end.

I have the honor Sir to be,
Your obt servant,
Charles S. Hilyard
Charge d'affaires

Enclosures.

No 1. Japanese Paintings
" 2. Prof Ashmead's Analysis

Tokio (Yedo)
June 15, 1872

C. Shepard Esq
Chargé d'affaires
U. S. Legation
Yokohama

My dear Sir:

I have the honor to hand you the check results of the Examination of the samples of tea leaf which you forwarded to me on return from your visit to the Tea Country. I could hardly take condition of the leaf & was compelled to confine my examination to determination of the amount of ash and natural moisture present in fresh leaf and at various stages of drying.

Five small samples were received from you

No 1. being freshly picked & without being dried
" 2 After being dried one minute
" 3. Partially dried
" 4 Still more dried
" 5. As prepared for Market.

I ignited in small porcelain Crucibles a portion of each of these samples to ascertain the amount of mineral matter yielded at different stages of drying

In sample 5. the amount of ash was 4.94 per c
" " 4 " " " " 3.33 "
" " 2 " " " " 2.02 "
" " 1 " " " " 1.10 "

In a more recent examination o
leaves made on ~~his~~ the same day on wh
they were picked the ash or mine
was only 9/10 ths of one per cent (=0.9)

An accident occurred to No
sample and there was not sufficie
for another burning, & am mis
from these and other examinations
Japanese teas to fix the natural pr
portion of mineral matter in the
dry leaf at between 4½ and 5 per cen
while in China teas it seems fr
generally over four: and reaches in
colored teas to 10 percent. The valu
of this portion of the mixture wa
determine when impurities exist
teas, and when adulteration com
mences. The amount of coloring
added to China green teas is in th
way now accurately known. Jap
teas are not now colored for the for
market, nor has it ever been practic
for the home market. In mos
of the samples the ash was whitish
and yielded much phosphate and
carbonate of lime

But I have found the ash fro
different localities to vary showi
that tea plants, like other vegetabl
are dependent on the nature of

soil for the nature of the minerals which they select.- as the soil varies so will the mineral plant-food differ. I have found some leaves (not of these samples) to yield a red ash containing phosphate of iron and peroxide of iron, at some future time I will make a more extended inquiry into this subject.

With regard to the amount of moisture in the leaf, all was after drying in the sun; and it is not attempted (nor is it desirable) to render them perfectly dry, the object being to remove just so much water, as would when left in the leaf allow fermentation and decomposition to go on.

The moisture in these samples was determined by drying them first in the water bath and then in the oil bath until perfectly dried at a temperature of 230 Fahrenheit.

By this method sample 5 yielded 8½ percent. After this loss it was still of the same color as the sample but was less pliant and more brittle when fingered. Sample No 4 next driest burnt without cracking the stem or leaf, was of a blackish color and yields 12 percent of water
Sample No 3. yields 19 percent.
" " 2 " 46 " "
" " 1 " 74 " "

The Examination in Europe of

Chinese and of Japanese teas than do
when wet this they still contain
from 4 to 5 percent of moisture
I have obtained by a few trials of Ja
anese teas (as sold in this city) an a
average of 10 percent of moisture.
We assume the usual moisture o
the fresh leaf tobacco 80 percent, th
there is over 70 percent of moisture
removed by the various curing pro
cesses which are deemed necessa
to bring the leaf into that condit
in which it will remain unaltere
during oceanic transportation.

Some manufacturers are o
opinion that the whole use of and n
cessity for the curing process is t
secure the removal of this 70 per ce
of moisture; but a slight acqua
tance with the structure of a leaf
and the changes which it undergo
would modify this opinion.

The leaves upon a growing to
plant are in a state of exact balan
if much exhalation takes place a
on a warm sunny day much o
is absorbed by the roots and carri
up to replace the evaporation, y
little is removed, little is pumpe
up- The water in the leaf is thus
always at par- as we might say-
and as the leaf is full of water - 80
82 percent, - there is no room fo
air to enter to any great extent;

at all into the ducts or vessels of the leaf, and so long as the leaf continues in this state it preserves its green color. But if the leaf be removed from the tree then evaporation continues, while there is no absorption, since the leaf is not now in connection with the root, and since water cannot be had, air enters into the leaf, and as it becomes slowly dry, it changes its color to a dirty brown or black - not merely because it loses moisture does it darken, but because in drying, atmospheric air coming in, unites with the albuminous matter of the leaf, decomposing them and the associated chlorophyl and reducing them to simpler chemical principles; this destruction and blackening may begin anywhere in the leaf where air and moisture come into contact, but commonly beginning on the summit and on the crenated edges of the leaf and travels downwards inwards toward the petiole or leaf stalk; and the more slowly the process of drying goes on the more complete will be the internal decomposition and blackening of the leaf.

When a leaf is in the condition now described - whether dried by sun or fire - the relation of the principles contained are very different from those in the fresh leaf; the tannin or astringent principle always present in tea

undergoes no change, while the aroma
and nitrogenous soluble principles are
compared and lost.- thus removing all
agreable flavor and producing a decided
astringent taste which predominates in
the dry leaf. This is the condition of
most black Teas.

The aroma or flavor of the tea
- so well marked when well prepared- does
not exist in the plant during life; it is the
result of the judicious exhibition of
heat which develops an essential oil from
the resinous matters of the leaf at temperatures
slightly above that of boiling water
- the oil being produced by a slow oxygenation
of the tannin resin by the air entering
in the way already described: the aroma
when last may be re-produced by slight
warming of the leaf, but is destroyed
or not producible by a high heat; hence
the drying ~~the Dryers~~ of the leaf over
a naked charcoal fire is apt to
spoil the amount of the aroma

The objects of applying heat in the
manufacture of the tea leaf appear
to be threefold.

1st To remove so much moisture as
will allow the leaf subsequently
to remain exposed to air without
undergoing further change

2d To preserve the principles in the leaf
in as natural a condition as
possible so that the astringent
flavor of the tannin of the tea

may not predominate.

3d- To envelope a certain amount of aromatic oil so as to communicate an agreable bouquet and flavor to the leaf.

The present modus of firing do not fully accomplish these ends; it is often an accident that these ends are attained and rarely is the heat so applied as to secure all three

The arrangements in tea firing Establishments are of a very simple and primitive character: every pan is heated by its own fire and has a peculiar shape dependant on the fancy of the proprietor and great limit of variation of heat applied is left to the option of Superintendent or workman at the pan; so that it cannot be said that there is exact uniformity either in the amount of heat applied or time of exposure of any one pan as compared with another.

The present methods of applying heat are injurious to the leaf; methods which have been vastly improved in Europe during the last fifty (50) years and it is greatly to be desired that the teas of Japan should be prepared with more economy and uniformity. But on the other hand the form and condition of the present market tea is the result of this old method, and the public are used to it, and may continue to exact it, while improved processes may

alter the marketable appearance = thi
the moist in the leaf appears a nec
sary condition but it is the result
simply of the old method; but if ne
modes of applying heat were used i
a question whether it would be nec
sary or desirable to continue the
practice of moistening the leaf, whe
it would no longer be produced
improved methods.

The consideration of the pro
amount of heat and modes of ap
plication divides itself into two

1st The actual elevation of t
perature most suitable for dryin

2d The duration of the applicatio
that heat.

The effect of an elevated temp
ture on the leaf is very differen
from that of its duration a po
not perhaps sufficiently consid
as yet. Moist vegetable matter
so susceptible of the effects of dura
of heat. A series of experiments
need to be carried out; and no doubt
many have been made by intel
gent merchants and these, if co
lated, might yield much valuab
information. The agreeable aro
of the leaf depends & think on the
first condition while the flav
(taste) and general appearance
hangs on the second; and I think
may be stated without hesitati

that there is neither necessity nor advantage in having a tea leaf blackened, while it is dried, nor to have some of its useful constituents destroyed because we desire to preserve some others, by the application of heat.

Every soldier in our late civil war who has seen or tasted the preserved vegetables furnished to the troops in the field at depots and hospitals through the Quartermasters and Surgeon Generals Departments of the Northern army (of the Potomac) can attest to the bright green color and fresh vegetable flavor of the preserved vegetables furnished, especially of the leafy kind as Cabbage &c prepared according to the French methods (Appert and Masson). Had these when fresh been subjected to the same treatment by heat as the tea leaf is, there would be the same black, astringent and otherwise tasteless result. I look upon it then that it is not a necessary result of drying that the tea leaf should be found as it is in commerce but of the following of an antiquated method. It may be a consideration whether our tastes for tea during sixty for over a century, we should readily alter and adapt the use of a green dry

leaf instead of a black one, and
manufacturers who only desire t
satisfy the market and gratify
present popular tastes may reason
hesitate to adopt new methods.

But whether this may influ
ence merchants at the present
time or not, one thing is certain
that the present obsolete uneven
and uneconomical methods of ap
plying heat cannot be continued
long; and the modern methods o
applying heat will be adopted, whi
will preserve the green color of th
leaf, and public taste will hav
accommodate itself to the new

Steam heat has almost wh
where superseded the naked fire,
by the use of steam an uniform
temperature can be obtained alon
whole range of pans: instead of o
person to each fire or pan a few
might regulate some hundred pa
the whole series might be heated up
contemporaneously to precisely th
same heat and thus an element
of fixity and of uniformity wo
be obtained.

High pressure steam, an
heated air have been used in sui
dar cases with much advantag
Hot air (so as not to injure wig
table structure) has many re
commendations in its favor an

might be made to answer the necessities of the drying, and I could wish to see it applied in the manufacture.

These observations are made from a slight examination into this subject and based only upon a few experiments: they may be crude & hasty: but the manufacture of tea is so important a subject to our commerce and to Japan as to pardon this Communication and I therefore offer them proposing under more favorable conditions to be able to pursue the investigation.

I remain Dear Sir
Yours Respectfully
Signed Thomas Antisell
M.D.

U. S. Legation
Japan. June 15/72.

Weeks Dec. No 49

No of Enclosures two

Prof Antisells
Analysis of tea

Ans 2

June 15, 1872.

Enclosure

U. S. Legation Japan

Charles O. Shepard

Chargé d' affaires

With despatch No 49.

Illustrations showing the growth,
culture, and preparation of Tea

No 1.

Yokohama June 20th 1872.

Index

Capsule containing seed

Formation and construction of leaf

" " " " stem

First years growth

Second " "

Third " "

Tea plant - mode of picking

The leaf before steaming

Apparatus for steaming

Leaf after steaming

Cooling process

Close furnace for drying

Iron grating between fire and tray

Tray for tea with heavy paper bottom

First drying, and leaf after the same

Second " " " " " "

Third " " " " " "

Sifting and grading process

Removing imperfect stems and leaves, and perfecting for market.

DEPARTMENT OF STATE
RECEIVED
AUG
5
1872

No 50. U. S. Legation, Japan

June 24, 1872

Mr. Shepard Charge d'affaires

To Department of State

Subject Receipt of Dispatches

Abstract of Contents

Nos 10-11 aug 12 received

No. 50.

U. S. Legation, Japan
June 24, 1872

Hon. Hamilton Fish,
Secretary of State,
Washington

Sir:

I have the honor to acknowledge receipt of # Department's Despatches Nos 10, 11 and 12.

I am, Sir
Your ob't servant
Charles De Long
Chargé d'Affaires

Japan, June 24/72

Shepard
Chargé d'Affaires

No 50.

Enclosures None

Recd

Receipt of Despatches.

Rec'd Acknd 6 Aug Mr Pratt.

1351.

U. S. Legation, Japan

DEPARTMENT OF STATE RECEIVED AUG 5 1872

June 25, 1872.

Mr. Shepard, Chargé d'affaires

To the Department of State

Subject. Changed condition of the Priesthood.

Abstract of Contents.

Allowed to eat meat, marry, and follow their own individual modes in dressing their persons and hair.

No. 51. U. S. Legation, Japan.
June 25, 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington.

Sir

It is understood that the Government has by proclamation given all priests permission to follow their own inclinations concerning food-marriage- dressing of their persons and wearing of the hair.

Heretofore there are no marriages certain sects never married- their dress was most distinctive and their heads were shaved.

These matters, seemingly so small, natural and unimpor-

fault to civilized nations, are working the great changes in Japan and show more clearly than anything else, the policy of the Government and the advancement of the people.

I have the honor, Sir, to be,
Your obt servant
Charles E. Dunlap
Chargé d'affaires

DEPARTMENT OF STATE
RECEIVED
JUL 8 1872

a clerk

Did so 8 July

San Francisco June 28th 1872

Sir.

I beg leave to advise you that after my arrival at this place and having made preparations to sail by the Steamer of the 1st of July next in accordance with my intentions when I left Washington, my youngest child met with an accident-so severe that our family physician advised my wife and myself not to travel with her until after a delay of a week or ten days.

This will prevent-or delay my departure until the Steamer of the 15th inst causing me a delay of that many days over the period of my leave of absence which as I understand it-commenced the 22nd day of April. which including the time necessary to travel from Washington here would have justified me in sailing on the 1st of next month.

Trusting that you will excuse my absence for this short-period additional

I have the honor Sir to remain
Your most obedient-Servant
C. E. DeLong

Hon Hamilton Fish
Secretary of State
Washington D.C.

Copy.

No 265. San Francisco Cal.
June 28th 1872.

ARTMENT
RECEIVED
DEC
7
1872
OF STATE.

Sir

I beg leave to advise you that after my arrival at this place and having made preparations to sail by the Steamer of the 1st of July next in accordance with my instructions when I left Washington my youngest child met with an accident so severe that our family Physician advised my wife and myself not to travel with her until after a delay of a week or ten days.

This will prevent or delay my departure until the Steamer of the 15th inst. causing me a delay of that many days over the period of my leave of absence which as I understood it commenced the 22nd day of April which including the time necessary to travel from Washington here would have justified me

in

in sailing the 1st of next month
I trusting that you will excuse
my absence for this short period
additionaly

I have the honor to remain
Sir
Your most obedient servant
C Ed D Long

Hon Hamilton Fish
Secretary of State
Washington D.C.

Ack. 29 June

Comply
C+H

Washington D.C.
June 29. 1872

Hon. Hale
Acting Secretary of State
Washington D.C.

I respectfully request leave of
absence from this City for a few
days. leaving here tonight at 9.20.
and returning to this City on the
morning of the 5th proximo -
My address in New York will
be 240 West 22nd St.

Very Respectfully
Nathan S. Lee
Interpreter

Ad'l & Aug - Mr Pratt

Ant

DEPARTMENT OF STATE
RECEIVED
AUG
5
1872

No 52. Am U. S. Legation, Japan,

July 1st 1872.

Mr. Shepard, Chargé d'affaires

To the Department of State.

Subject. Salary account.

Abstract of Contents

Drawn's Salary account

with explanation

No 52 U. S. Legation, Japan.
July 1st 1872

Hon. Hamilton Fish
Secretary of State
Washington

Sir

I herewith & have the honor to hand you account (with Exchange Voucher) of Salary for the 2d quarter 1872, together with balance due from December 23d 1871 to March 31st 1872 as per Senate Bill No. 851; and to inform you that I have this day drawn upon the Department in accordance therewith.

I have the honor Sir, to be,
Your ob't servant,
Charles A. Dunham
Chargé d'Affaires

Enclosure

Salary account with Exchange

Vouchers

U. S. Legation
Japan, July 1/72.

C. O. Shepard.
Chargé d'Affaires

No 52.

Enclosures one

Recd.

Transmitting Salary account.

Oath filed with Asst. Baron
Ltr Letter of Credit sent to Baker
Mr Read
Aug 2

No 1

Marysville California
July 6th 1872

Sir

Acknowledging the receipt of your dispatch of the date of 21st of June 1872 with its enclosure I beg leave through you to notify to the President my acceptance of the appointment and to tender to him my most profound acknowledgments for the honor conferred.

I shall sail from San Francisco by the steamer of the 16th ultimo with the Minister

I enclose the oath of office duly signed and sworn to. (enclosure No 1)

Also one of the duplicate letters of credit with my signature attached. Enclosure No 2)

I was born in Dutchess County State of New York the fifteenth day of May AD 1851. and have resided thereat until I left for my post of duty the 24th day of May last after being officially advised of my nomination.

Begging leave to tender you my grateful acknowledgments

I have the honor to be
Sir
Your most obedient servant
Egbert De Long Lieut.

Hon Hamilton Fish
Secretary of State
Washington D C

Enclosures
No. 1 Oath of Office
No 2 — Letter of Credit

File

Telegram

New York July 11. 1892.

Hon. Chas. Hale,
Acting Secty of State.

Ambassador left Garrisons last evening. I was too late. How long can I stay here?

Nathan S. Rice.
Interpreter

answer Private. 1058.
Read Strack

No 53. Asked

DEPARTMENT OF STATE
AUG
23
1872
RECEIVED

to Pratt

U. S. Legation, Japan,

July 12th 1872.

Mr. Shepard, Charge d'affaires

To Department of State.

Subject: Receipt of Despatch

and Circular

No 53.

U. S. Legation, Japan
July 13th 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington

Sir

I have the honor to ac=
knowledge receipt of Despatch
No 13, also circular No 21,

I am, Sir
Your obt servant
Charles A. Shepard
Chargé d'Affaires

U. S. Legation
July 12. 1872.

C. O. Shepard
Chargé d'affaires

No 53.

Enclosures none

Receipt of Dis-
patch Circular

The
Arlington.

15 1872 DEPT OF STATE

Private WASHINGTON, D. C. July 14 1872

Hon Chas. Hale, &c &c &c

Dear Sir;

I have just learned that a telegram was received this morning from San Francisco, notifying the Embassy of the arrival there of Rubio, Etc. Ambassador and Legation Secretaries, &c. &c. &c. en route to London, en route thither to arrive here monday next. As this was an item of news for the Embassy, I concluded it would be so to you also, and beg leave to communicate the same -

Very Respectfully, Nathaniel Niles
Interpreter

File

DEPARTMENT OF STATE
RECEIVED
JUL
15
1872

Washington D.C.
July 14. 1872.

Chas Hale
Actng Secretary of State
Washington D.C.

Noticing the inclosed article of news from
Japan in the morning paper, I have
ked with the Ambassadors upon the
ubject subjects contained in the same,
th the following result.
The Mikado will not depart for France
thin the present year, so far as their
vices show. Mr Iwakura ridicules
e idea, and laughs heartily at the
ution of the intended departure of
Commissioner "to prepare the way for
s Majesty.
The question has been raised by Mr
ston British Chargé d'affaires, in
Japan, of whether the Mikado shall

receive Foreign Ministers, while sitting
or standing. I know from personal
observation, that the Mikado is seated
while the Minister enters. but when
obeisances are exchanged, he rises, a
remains standing until after the
conclusion of the remarks usually
at such times. when he greets him

The Ambassador thinks it may
absurd that the British Chargé d'affa
should insist upon a mere ceremo
etiquette, while the present forms o
ceremonies have the approval of
the full commissioned Ministers resid
in Japan. and he thinks this grea
can have no effect upon the recogniti
of Mr Tewfik Pasha, at the Court
St James.

The troubles in Nagata arose from
dissatisfaction of a few local official
and it was not an attempt to restore
Lake Tycoon.

This may be averted, because Nagata

not within a section of the country
e such an attempt, if made, would
likely to succeed. and there are
few real adherents to Shōgunate
Lake Lycoon, in that locality, and
h as are there, have neither means,
influence to attempt such a thing.
The Ambassador acknowledges, that it
been thought advisable to visit the
Treaty Powers, before concluding a
ty with the United States. but does
signify his intention in that respect.
The above is respectfully submitted,

I remain.

Very Respectfully
Nathan Brown
Interpreter to Legation
in Japan,

Washington "Sunday Chronicle"

July 14, 1872,

YOKAHAMA, June 22—Noon.—The Mikado leaves shortly on a tour of inspection to several ports, and on his return will depart for France via the Suez Canal.

Terashima Tozo has been appointed Japanese [illegible] London. Yamaguchi, late Governor of [illegible] to Paris to present His [illegible]

[illegible]ion for a [illegible]ted [illegible]n refused [illegible]y [illegible] visited.

The [illegible] to Singam[illegible] fifteen miles, is in working order, [illegible] well with the natives.

The serious disturbances at Nigata, where some forty thousand persons, high and low, were implicated in an attempt to restore the late Tycoon, have been quelled, after the loss of many killed.

Mr. Watson, the new charge d'affaires for England, refuses to meet the Mikado unless he stands in his presence instead of squatting. Terashima Tozo, the Minister of Foreign Affairs, refuses to accede to this. In consequence Mr. Watson will wait for instructions from home before he will present himself. Terashima will not be received in London until the question is settled.

The United States frigate Colorado has sailed for Hokodadi, with General Capron on board, to take a look at Yezo and K[illegible]

Copy.

No 266 San Francisco Cal.
July 15th 1872

PARTMENT
CEIVED
DEC
7
1872
STATE.

Sir

I have the honor to advise you of my intention to sail from this port for Japan to morrow at noon.

I met here Messrs Ito and Okubo who left this morning for Washington. Mr. Ito advised me that he had received full powers to conclude the Treaty.

These men were accompanied by Mr. Terashima Yosa. who goes out to England as Envoy Extraordinary and Minister Plenipotentiary. I recommend him to your special notice as a quite remarkable and very able man.

With renewed assurances of profound respect

I remain Sir
Your most Obt. Servant.
Geo de Long

To
Hon Hamilton Fish
Secretary of State
Washington D.C.

File

DEPARTMENT OF STATE
RECEIVED
JUL 23 1872

San Francisco July 15th 1872

Sir.

I have the honor to advise you of my intention to sail from this port for Japan to morrow at noon.

I met Hon. Messrs Ito and Okubo who left this morning for Washington. Mr Ito advised me that he had received full powers to conclude the Treaty. These men were accompanied by Mr Terashima Esq. who goes out to England as Envoy Extraordinary and Minister Plenipotentiary I recommend him to your especial notice as a quite remarkable and very able man.

With renewed assurances of profound respect I remain Sir. Your most obedient Servt.

O. E. De Long

Hamilton Fish

Washington D.C.

P.S. As directed by you I have advised the Hawaiian Government that I cannot act under its Commission but if desired will continue to extend my good offices.

AUG 23 1872 DEPT OF STATE

No: 54. Ans Aug 26 dated Mr Bates

U. S. Legation, Japan

July 20th 1872.

Mr Shepard, Charge d'affaires

To Dept of State.

Subject. Transmission of copy of Department dispatch No 109, to Japanese Govt

Abstract of Contents.

Transmits copy of reply from H. I. M's Minister for Foreign affairs.

No. 624.

U. S. Legation, Japan.
July 20th 1872.

Hon. Hamilton Fish,
Secretary of State,
Washington

Sir:

Through some inadver-
tence, consequent upon Mr.
DeLong's sudden departure for
America, copy of Dispatch No.
109, was not transmitted to H.
I. M's Minister for Foreign af-
fairs, but upon my attention
being called to the fact, I at once
forwarded the same, (as Mr.
DeLong certainly intended to
do,) upon which I have the
624 honor herewith to enclose.

I am, Sir,

Your obt servant

Charles E. Dufour

Chargé d'affaires.

Enclosures.

No. 1. Copy of note from Minister for Foreign affairs

Copy
Translation

Foreign office Yokei
the 12th of 6th month
of 5th year Meiji

Sir

I beg to acknowledge the re-
ceipt of your note dated the 2d
July, 1872, transmitting a copy
of dispatch of the 21st November
1871, from the Honorable acting
Secretary of State.

I tender my best thanks
for the selection of Mr Peshine
Smith, as legal adviser of the For-
eign Department of Japan, who
has long been the legal adviser of
the U. S. Government. The Japanese
Government is satisfied with Mr.
Peshine Smith as his eminent learning
and great experience

This you will be pleased to
communicate to the Honorable ac-
ting Secretary of State.

With respect & consideration

Signed Soyeshima Tanenori
H. I. J. M's Minister for F. A.

To Shepard Esq
Charge' daffaires
of U S in Japan

Enclosure

U. S. Legation
Japan,

With Des. No 54.

Enclosures one

Copy of Letter from
U. S. Minister
for Foreign affairs

No 1,

No 56.

Mr. Pruden

DEPARTMENT OF STATE RECEIVED AUG 23 1872

U. S. Legation, Japan,

July 29th 1872.

Mr. Shepard, Chargé d'affaires

To Dept. of State.

Subject Peruvian coolie ship.

Abstract of Contents.

Declined to render assistance to Peruvian Bark "Maria Luz." Copy of letter enclosed.

No. 55.

U. S. Legation, Japan,
July 20, 1872.

Hon. Hamilton Fish
Secretary of State,
Washington.

Sir:

On the 10th inst. Capt. Herrera, of the Peruvian Bark "Maria Luz" was driven into this port, under stress of weather and applied to me, as the authorized representative of Peru, for protection and assistance. Upon enquiry I ascertained she had on board "coolies" in transit from Macao to Callao. This being the case, I felt it my duty to return the inclosed reply, which, as

will be seen, declines all ac-
tion or assistance whatso-
ever.

I have the honor, Sir, to be,
Your obt servant,

Chas A. Dupont
Chargé d'affaires

Enclosures.

No 1. Copy of Letter to Capt.
Hereira.

Copy

U. S. Legation Japan.
July 10, 1872.

Capt Herrero

Sir:

Although always ready and anxious to render aid and assistance to Vessels bearing the Peruvian flag and engaged in legitimate business, I cannot, under the circumstances, extend my protection.

The "Coolie Trade" is prohibited by the laws of the United States, and as your ship, by your own confession is engaged in that trade, I withhold my official name, aid and sanction, & therefore decline to assist or protect you in any manner whatsoever.

I am, Sir
Your ob't servant
Signed C. O. Shepard
Charge d'affaires

Enclosure

U. S. Legation
Japan, July 10/72.

With Des No 55.

Enclosures one

Copy of letter to
Capt Hereiro.

No 1

July 10, 1872

Mr. Pratt

No. 56.

Aug 29

Ans

U. S. Legation, Japan,

July 22, 1872.

Mr. Shepard, Chargé d'affaires

To Dept of State.

Subject Despatch No 56,

Abstract of Contents

Asks for instructions concerning compensation of Vice Consul Mitchell.

DEPARTMENT OF STATE RECEIVED AUG 23 1872

a decision will be considered
Subj will be ready to send
when his reply to
to dispatch No is received
at Kanagawa - in the subject
further correspondence
to be included in
the consular service
Ch 27
Aug

No 56.

U S Legation, Japan,
July 22nd 1872.

Hon. Hamilton Fish
Secretary of State
Washington

Sir:

I have the honor to acknowledge receipt of your Despatch No. 56. in which I am informed that my draft for Salary has been honored, but Mr. Mitchell's dishonored.

I beg to call your attention to Kanagawa Consulate Despatch No. 38. wherein the appointment of Arthur Cook as "Acting Interpreter" during the time Mr. Mitchell is in charge of the Consulate,

is approved. Of Mr. Cook (or his successor) is to draw the pay of "Interpreter," and I to draw the pay of "Consul," & have the honor to request instructions as to the manner in which Mr. Mitchell is to be compensated.

I have also the honor to ask if Sec 4, of the act of July 1st 1870, does not separate necessarily the offices of Minister (or Charge d'affaires) and Consul? If so, must not the pay be distinctive?

Under the present decision of the Department Mr. Mitchell receives no pay. As set forth in a former dispatch

from the Kanagawa Consulate, the work is so great that three persons are absolutely required, consequently with myself at the Legation and Mr. Mitchell discharging the duties of Consul, it was absolutely necessary that an acting Interpreter be appointed.

I earnestly beg that the Department will find some channel through which Mr. Mitchell can receive his pay.

I have the honor, Sir to be,
Your obt. servant
Charles E. Shepard
Chargé d'affaires

U. S. Legation

Japan, July 22/72

C. Shepard

Charge d'affaires

No 56.

Enclosures None

Recd.

Reply to Despatch

No 56.

The
Arlington.

C. Mm

WASHINGTON, D. C. July 22 1872

Hon. Chas Hale
Asst Secy of State
Washington

Sir,

Her Excellencies O Kubo
and Ito, Ambassadors with
Iwakura Tomo, and Yuji,
from Yedo, have just arrived,
and their names are
registered at this Hotel.

Very Respectfully
Nathan Allen
Interpreter

DEPARTMENT OF STATE
RECEIVED
JUL 24 1872

Washington D.C.
July 23rd 1872

Hon. Hamilton Fish
Secretary of State
Washington D.C.

Sir

I have the honor to acknowledge the receipt of Letter of Credit and duplicate, on Messrs Glews & Hatch of London, authorizing me to draw for my salary as Interpreter.

The original Letter of Credit, I have presented in the Department.

I respectfully inform you, that in compliance with your advice of yesterday, I leave for my post of duty this evening.

I am Respectfully
Your obedient Servant
Nathan Rice
Interpreter to Legation
in Japan.

DEPARTMENT OF STATE
RECEIVED
SEP
9
1872

Acl'd

Mail

No 5.

U. S. Legation, Japan

July 24, 1872.

Mr. Shepard, Chargé d'affaires

To Dept of State.

Subject Receipt of Despatch

No 130.

No 57.

U. S. Legation Japan.
July 24, 1872.

Hon. Chas. Hale
Acting Secretary of State
Washington

Sir:

I have the honor to ac-
knowledge receipt of Depart-
ment Despatch to Mr. DeLong,
No. 130.

I am Sir.

Your obt servant
Charles A. Dalgard
Chargé d'affaires

Japan, July 24/72.

C. O. Shepard
Chargé d'affaires

No 54.

Enclosures None

Recd.

Receipt of Despatch
No 130.

DEPARTMENT
RECEIVED
AUG
9
1872
OF STATE

San Francisco Cal.
July 31st. 1872

Hamilton Fish
Secretary of State
Washington D.C.

Sir

I have the honor to inform you I arrived at this port during yesterday, and, that, I leave for Japan per M.S.S.L. Co's Steamship "Oceanica" to sail tomorrow August 1st at noon.

I am Sir
Very Respectfully
Nathaniel Rice
Interpreter & U.S. Legation
Japan

Mr Payson

Acted 2n Sept

No 268

Legation Japan

August 12th 1872

DEPARTMENT RECEIVED SEP 20 1872 OF STATE

From

Chas Long

Ex & Min P.

Announcing his arrival at his post and his entry upon the duties of his office. Also of Mr Berry Secretary of the Legation

No 268 U.S. Legation Japan

August 12th 1872.

Sir.

I have the honor to advise you of my arrival here on the 10th inst- and of my having again entered upon the discharge of my duties

The condition of this Empire appears to be that of perfect tranquility and great prosperity.

Under the administration of C O Shepard Esq the affairs of this Legation have been conducted in the most satisfactory and successful manner

I was accompanied here by Mr Berry who has also entered Hon Hamilton Fish upon

Secretary of State

Washington D C.

upon the discharge of his duties as
Secretary of this Legation
I have the honor to remain
Sir
Your most obedient Servt
C. C. De Long

Hdqrs Legation U.S. Steamer
Polaris Disco Straits
Lat 70° 38' Long 53° 30' West

Reporting the
Death of Asst Surgeon
Henry Amos U.S.N.
Work of duty and
of Burial Party
also Arrival at Upernivik

Lat 72° 47' Long 56° 12' West
August 12th 1872

Mr Pratt

Sent for consideration and allowed 18 Oct. 70 Asst. Atty Gen'l

Legation Japan

August 20th 1872

No 269

From

C. E. Long.

Contents.

Notifying of Draft for Salary from April 22nd to June 30th 1872. also of Draft for Contingent Expenses from Dec 31st 1871. to June 30th 1872. & also Draft for Loss by Exchange

Enclosures.

Acts sent to Asst. Oct 19-1872

No 1. Salary Act

No 2. Contingent Expense Act.

No (3 & 4 & 5) Exchange Vouchers

No 6. — Sworn Receipts. in support of Contingent Expense Act

DEPARTMENT OF STATE RECEIVED SEP 20 1872

No 269 Legation Japan Aug 20th 1872

Sir

I have the honor to advise you that I have this day drawn a draft on Messrs Clews Habicht & Co for the sum of Three Hundred and Ninety Seven Pounds Six Shillings and Five Pence Sterling for salary from the 22nd day of April to and including the 30th day of June A.D 1872 - Also I have this day drawn on the same House a draft for the further sum of Fifty Three pounds and nineteen Shillings Sterling for Contingent Expenses for the first and second quarter 1872. Also I have

Hon Hamilton Fish
Secretary of State
Washington DC

I have this day drawn Draft on you for Loss by Exchange in the sum of Two Hundred and Forty Six 33/100 Dollars U.S. Gold Coin. —

Enclosed please find Act for Salary (Enclosure No 1). Act for Contingent Expenses. 1st Jan 31st 1872. (Enclosure No 2) — Exchange Vouchers 1 — 2 & 3. — (Enclosures 3 — 4 & 5) and Slave manifesto — Two Vouchers for Contingent Expenses. (Enclosure No 6) — I have the honor to remain Sir

Your most obedient Servt

E. D. Long.

action and

Mr Borden

No 270

Legation Japan

September 3rd 1872.

DEPARTMENT OF STATE RECEIVED NOV 1 1872

From

C E De Long

Minister

Contents.

Adviring of letter of Secretary Fish enclosing gift to Chevalier Van der Hoeven. Dutch Minister in route to assist in nursing the Treaty with Japan.

No 270 Legation in Japan

Sept 3rd, 1872.

Sir

I have the honor to advise you that by this mail one of my Colleagues Chevalier Van der Hoeven, Minister Resident in Japan of His Majesty the King of the Netherlands leaves for Europe and on telegraphic direction from his Government will at once upon return to assist at a Congress that is to assemble to meet the Japanese Ambassadors for the purpose of arranging the treaties between that Empire and several of the European Powers.

Between Mr Van der Hoeven and myself a kind understanding

Hon Hamilton Fish and

Secretary of State

Washington D C

And Cordial Co-operation has
existed in our labors here.

I have decided to advise him
as to any of the proceedings that
occurred in Washington in
connection with the Japanese
Embassy not considering myself
at liberty to do without your
previous knowledge and consent.
Yet as his views and my own
have coincided so generally and
as he is about to start home it
would afford me great pleasure
to have him advised as many as
you may deem proper as to
the views entertained by the
Ambassadors and yourself, to
the end that they might quick
you not alone in assuming
the

the various positions that you did.

However this whole matter I respectfully defer to your better judgement simply introducing the Chevalier and vouching for his high honor.

I have the honor to remain

Sir

Your most obedient Servant

C E A de Long.

Ack'd

(Copied)

Legation Japan

September 3rd 1872

No 271

From

De Long

Minister

Contents.

~~No.~~

State of the Country. The "Maria Luz" Investigation - Report of the termination of the Case. The Judgement and any action in asking for information relative to the return to Japan to Peru

No 281 Legation Septembe
3rd 1872

Sir:

I have the honor to advise you
of the perfect tranquility that prevails
throughout this Empire.

The proceedings instituted
against the Peruvian Ship "Maria
Luz." at the instance of H.B.M.
Chargé d'Affairs have
been terminated by a judgment
to the effect that the Captain was
guilty as charged but pardoning
him on account of his long
detention. — Nearly all of his
Chinese passengers who are
really American have been
Hon Hamilton Fish by
Secretary of State
Washington DC

by the Kuccho authorities subpoenaed
and brought on shore as witnesses. They
appear to return voluntarily to the Ship
and the authorities have no power to extend
any aid to the Captain to compel
them to do so. They seem to intend
to thus indirectly detain Poe
but they have advised the Captain
that they are still holding them in
custody to permit them to sue for their
restoration on the contracts he holds
if he deems fit to do.

I learned by report to day that
he has commenced such an action.
It will be interesting to know what
this suit will develop.

At the request of the Captain
I addressed the Foreign Office a
Note enquiring of the proceedings
had

had in them Sketches in with their knowledge & consent with their approval. also asking for a complete Copy of the record that I might transmit the Same to the Peruvian Government for its information. In my Note however I was compel to disavow any intention or desire to influence them in their actions or conclusions & to express in strong terms the abhorrence of my Government & of myself for the Coolie Trade

His Excellency kindly replied furnishing me with all information requisite but questioning my right to ask for the same for or on behalf of Peru. Thus for this evening I have again addressed them; thanking them

them for their courtesy and
forwarding a copy of your No 15.
requesting me to attend to affairs
of Mr for Persia: and asking them
to advise me if any objections
existed upon their part to my
extending my good offices to
Persian Citizens in this
Empire.

I anticipate a conclusion of
all of these proceedings before the
departure of the next mail at
which time I will advise you
further and more particularly
and I will also furnish you with
copies of my correspondence with
the Ministers and the Captain.

I have the honor to remain
Sir, Your Most Obedient Servant
C E De Long

Asst Asst Appmn
Ent Asst

Wm Pratt

Legation Japan

September 5. 1872

No 272

Sir

C E DeLong

Minister

Notifying his having taken
charge of Dutch Legation.

No 272. Legation Japan

September 5th 1872

DEPARTMENT OF STATE RECEIVED OCT 10 1872

Sir

I have the honor to advise you of the receipt by me on yesterday of a note from Mr Van der Hoeven the Minister Resident of His Majesty the King of the Netherlands requesting me to take charge of the affairs of the Dutch Legation in Japan during his temporary absence (Enclosure No 1) 1/272

To which I replied by a note of same date accepting the charge of the same (Enclosure No 2) 2/272

As Dutch interests here are quite large and great wealth

Hon Hamilton Fish represented

Secretary of State

Washington DC

represented under the auspices of
the Netherlands Trading Society I
feel that the call is very complimentary
Trusting to your kind approval
of my action
I remain Sir.
Your most obedient Servant
C. E. De Long

Enclosure No 1. Letter from
Dutch Minister
Enclosure No 2 - Reply thereto

Copy

96

Legation Sept: 3rd 1842

My Dear Colleague

Acknowledging the
receipt of your favor of this date
and thanking you for the very
distinguished honor you have conferred
upon me by requesting me to assume
charge of the Dutch Legation during
your temporary absence I beg leave
simply to state that I will with
the greatest pleasure do as you request
sincerely hoping to serve your Government
to its satisfaction

Sincerely assuring Mr. secretary
that calls for some years post even
tho temporarily, whose we have so long
and so very harmoniously labored
together

I.E.

J.J. Van der Hoeven
Minister Resident of His Majesty
King of the Netherlands in Japan

together; I beg leave to extend to you my assurances of high regard.

I remain Sir

Your most obedient Servant

G. L. De Long

Copy

Yokohama 8th September 1872

Sir

Having been recalled by my Government in order to be present at the negociations with the Japanese Ambassadors in Holland I have the honor to request you if during my absence you will take charge of the Dutch Legation.

I should be very happy if you would grant my request and if so I shall inform by telegram H. E. the Minister for Foreign Affairs Baron Gericke van Herwijnen of your willingness to represent my Government during my absence

I remain Sir

Your most obedient Servant

J. C. Van der Hoeven

To
J. C. De Long
Envoy Ex & Mn. P.
of U. S. A. in Japan

No. Legation Japan
C. & Jap. Seq. Ins.

No 272

Dated
Sept 5: 1872

2. Enclosures

Relative to taking
charge of the Dutch
Legation in Japan

Ref Adv Corr

Ack

Legation Japan

Sept 5th 1872

No 279.

From

C. A. A. Long

Minister

DEPARTMENT OF STATE
RECEIVED
OCT
10
1872

Contents

Advising Closure of Steamer America
of the Holding of a Court of Inquiry
and of my participation in those
proceedings.

Legation Japan

C. & da Luz Minister

No 273.

Dated

September 5th 1872

Relative to Loss

of Steamer America

No 273 Legation Japan

Sept 5th 1872

Sir.

It is with deep regret that I have the honor to advise you of the total loss by fire in this Harbor on the 24th of last month of the Pacific Mail Steamship Co's Steamer America.

At the request of the Agent of this Co at this port a Court of Enquiry was convened at the Consulate to ascertain if possible the cause of the loss. and by Courtesy of the Court and at the request of the Capt who desired to get to the organization of the Court as much importance

Hon as

Hamilton Fish

Secretary of State

Washington D C

as possible I sat with the Court
suspending its proceedings and
approved its findings which were
to the effect that the Ship was set
on fire; and owing to a want of Steam
to work the pumps the fire could
not be extinguished.

The Court will forward by this
mail a full report of all of the
proceedings. -

Awaiting to your approval of
my action

I have the Honor to remain
Sir
Your most Obedient Servant
C R P Rodgers

DEPARTMENT OF STATE
RECEIVED
OCT
10
1872

file

Mr Pratt

Yokohama Japan
September 6th 1872

Interpreter
Nathan E Lieu to Dept. of State

Subject. Arrival at post & duty. —

Yokohama Japan
September 6th 1872

Sir;

I have the honor to inform the Department, that I arrived at my post of duty the United States Legation Japan, on the 24th August. and at once entered upon the discharge of my duties.

I am Sir,
Very Respectfully
Nathan S. Rice
Interpreter to the
U.S. Legation. Japan.

Hon Chas Hale
Asst Secy of State
Washington D.C.

Mr Bingham

ans

Legation Japan

Sept 7th 1872

No 264

From

C. E. De Long

Minister

Contents

Acknowledging receipt of Letter of Credit for $2000.00 and

Enclosing original with signature as directed

No 274 U.S. Legation in Japan
September 8th 1872

Sir

I have the honor to acknowledge the receipt by this days of your No 131 of date August 9th 1872. and as therein directed I herewith enclose original Letter of Credit with my Signature thereto.

I have the honor to remain
Sir
Your most obdt Servant
E. A. De Long

Hon Hamilton Fish
Secretary of State
Washington D.C.

Yokohama Japan
C. E. De Long Master

No 274

Dated Sept 8th 1872

Replying to No 131
& remitting original
Letter of Credit

Wm Pendleton

Mr. Berdan

Legation Japan

Sept 11th 1872

DEPARTMENT OF STATE
RECEIVED
NOV 1
1872

No 275.

Sir—

I have the honor to inform you that I have received a communication from the Japanese Government, a copy of which I have the honor to enclose herewith, forwarding a copy of notice to American Ship Masters not to anchor vessels in the Straits of Simonoseki in such a manner as to interfere with the construction or maintainance of a sub marine telegraphic cable about to be stretched across those Straits by the Japanese Government.

No 275 Legation Japan

September 10th 1872.

Sir

I have the honor to advise you that on the 8th inst- I received from the Japanese Government a Note advising me of its intention to at once lay a sub marine telegraphic Cable across the straits of Simonoseky and requesting me to notify that fact to my countrymen and order them not to anchor vessels in such a way as to interfere with the operation of laying the Cable or maintaining it. Also advising me that the line of Construction would be marked as

Hon Hamilton Fish
Secretary of State
Washington DC

as many as possible by a line
of red flags bearing a cross shape
Viz Zag.

In pursuance of this regulation I published a notice to American Ship masters. (Enclosure No 1) of which I sent copies to our different Consulates in this Empire directing the Consuls to post the same.

I have the honor to remain
Sir Your most obedient Servt
Chas Denby

Chas Denby Esqr
&c &c &c
Washington
Per Pacific Mail
Steamer via
San Francisco

NOTIFICATION.

LEGATION OF THE UNITED STATES IN JAPAN.

September 7, 1872.

AMERICAN SHIPMASTERS are notified that the Japanese Government has advised this Legation of its intention to immediately lay a submarine telegraphic cable across the Straits of Simonoseki; and requested that Ship Masters will not anchor vessels on or near the line where the cable is to be stretched, which line will be designated as nearly as possible by red flags crossed by a white stripe zigzag.

Masters of American vessels will please conform to this request, and be careful to do nothing calculated to interfere with the operations of the Government in laying the cable, or to injure it after it is stretched.

C. E. DE LONG,
U. S. Minister.

Yokohama, Sept. 7, 1872. 1d.

With despatch No. 275

C E DeLong
to Delegation in Japan

Notification to
American Ship
Masters

Dated Sept. 7th 1872

adm as here
Dec 28
Dis as 30 " Mr Burdon

No 276 Mr Hagatori Japan

September 14th 1872

Yours

Col. Dr Long

Washington

Reporting proceedings of Mr C
E Thyer and himself relative
to Municipal Council at Hiogo

No 274 Legation Japan

Sept 14 1872

Sir

I have the honor to advise you that during the time that Mr Scott Steward was filling the position of Consul at Hiogo the withdrew from that body, and refused to serve as a member of it on account as he alleged of the unjust irregular unstatesmanlike and arbitrary actions of the majority of its members.

I at the time examined into the matter and thoroughly satisfied myself of the truth of Mr Stewards assertions. The actions of Hon Hamilton Fish mainly

Secretary of State

Washington DC

mainly committed of that body's having passed a Resolution making its sessions private; electing the Editor of one of the daily papers published there reporter of the Council & charging him as such and then enabling him to publish on the day in advance of this Contemporary the proceedings of said body, and actually by paying him as reporter indirectly paying him for publishing said proceedings whereas the Editors of the other journal offered through Mr Stewart to publish the proceedings of the body free of charge - The reason for this I then believed and still believe was because the excluded journal although

although solicited by Englishmen & owned by Americans and generally supported by our people whereas this Union was English in it's ownership and support.—

Also this Council limited its jurisdiction of pleas of it's creation instead of declaring the cause & the purposes of opening and clearing the streets; maintaining an efficient police &c.

When I became satisfied of the truth of these things I declined to assist on order to attend Council & retain and serve in that body. Hence up to and until this time I left them in December last the American Government had no Representative in this body

body all of which Mr Stewart
I presume reported to you as
I directed him to do.

Just prior to my departure
in December last I agreed
verbally with my Colleagues
that if they would direct the
Consuls to vote for a Resolution
making the Reserve of that
Board public and so alter the
instructions to Consuls as to
prevent their drawing and
expending them less in salaries
and more for the public good
I would request the Consul
at that Port to return to and
serve as usual in the body.

Accordingly Mr Shepard
having received by one of these

after

of this my despatch addressed to
Note to Mr P. O'Rourke U.S. Vice Consul
at Port Louis ordering him to
return and leave in that body
under certain conditions
(Enclosure No 1) 1/276

Mr Rourke acted accordingly
and reported his action with the
proceedings of the Council in
passing an agreed Resolution
for public Lessons
(Enclosure No 2) 2/276

Subsequently it appeared
that that Municipal Council
met with closed doors and
elected one Prosty Superintendent
and Engineer at a large salary.
This proceeding being in direct
violation of this agreement made
between

between His Foreign Representatives and His Court of their instructions to His Consuls Mr Shepard instructed Mr Jones HM Consul at Hongo not to recognize the Treaty until further orders

3/376 (Enclosure No 3)

After this Note the addresses were altered adding Ports not to recognize the Treaty at all and giving amongst other reasons this one that persons not legally entitled to sit in that body did sit themselves and participated in the Elections of the Treaty

4/276 (Enclosure No 4)

To this Mr Jones replied by a Note defending his actions in deporting a person to sit in

that

that body answerable for their Government.

(Enclosure No 5) 5/276

To this despatch I received the reply of which a copy is enclosed, declining to act for them in discharging any duties of their offices, and notifying my disapproval of Mr Shepard's course in refusing to recognize Mr Scruggs.

(Enclosure No 6) 6/276

At this time Mr Stewart left the Council & notified Commissioner Scruggs not to pay their claims to that body until further notified and with full power to receive moneys already collected which

which he deposited in his Legation when he left for Rome. Then since Col Shepard surrendered to the Consul and they have been paid in Consul Jones in trying to collect some unpaid taxes from American residents there has met with an objection on the part of Mr. Gay agent for Messrs Walsh Hall & Co at that post to pay certain taxes claimed from them. This objection is stated in two letters to the Consul. (Enclosure No 7/Hand 7/276 Enclosure No 8) which was 8/276 forwarded to me by Mr Jones with a Note from him asking me for instructions (Enclosure

No

(No 9) –

To this I replied by a Note of
date Sept 13th 1872.

(Enclosure No 10.)

10/276

I beg to state to You
that this matter of Municipal
Councils in this Empire is an
affair that I found on hand when
I came here and although I
have not considered this Measure
as a matter foreign to the pro-
duties of Ministers or Consuls
yet I have followed the actions
of my predecessors and assumed
with my Colleagues the Representatives
of other Powers to exercise a
species of supervising jurisdiction
over these affairs.

No regular charter for these
Communal-

Government shall be taken entered or agreed upon. But certain Regulations have been drafted and signed by the Foreign Representatives and the Japanese authorities for each of the Ports providing for the sale of lands defining the boundaries of Foreign Concessions. fixing the rate of land tax to be paid to the Government providing for a portion of the amount to be raised and paid into a fund for Municipal purposes. and providing for its administration by a Municipal Council to be composed of Foreign Consuls. Japanese Officials and certain persons to be elected by the residents.

Such Regulations had been adopted for Hiogo and reported to and

approved

approved by your Department
prior to my appointment.

Consequently I have acted as
before stated without instructions
or any law to guide me. but doing
the best in my power to protect
American citizens & their foreign interests
at these ports.

I think that before proceeding
further however it is best for
me to obtain from you some
expression of opinion as to the
propriety of my continuing to
perform act until the Treaty can
receive such other Municipalities
please act under some regular system
of authorized Government.

I beg to state in conclusion
that I have frequently tried to

indirectly

induce my Colleagues to agree with me in some better system than that on that now obtains as I was very anxious to place these Governments exclusively in the hands of the residents and the Japanese Authorities in the management. Especially that of Kanagawa has resulted in producing bad feelings between Consular & Japan. which I consider must naturally to some extent prejudice and affect their relations outside of their Municipal duties

I trust that what Mr Shepard and I have done may meet with your approval. and that in reply to this you will advise

me

me of your wishes as to whether or not in the future I shall have anything to do with the Corporation or whether I shall direct the Council to apply directly to you for advice and instruction

I have the honor to remain

Sir

Your most obedient Servant

C C Dobbyn

List of Enclosures

No 1.

C O Shepard to P Frank directing him to submit to Municipal Council of Hobart

No 2. Reply of P Frank thereto.

No 3. C O Shepard to Dr Turnbull telling him not to recognize Mr Swabey

No 4. Shepard to Turnbull dispensing of

of the election of Mr Partridge

No 5. Timm to Shepard dispending Re-
organization of Municipal acting by proxy

No 6. De Long to Timm in reply

No 7. A O Gay to Mr Timm declining
to pay taxes claimed from Caleb Hall &c

No 8. A O Gay to Timm further on
this same subject

No 9. Timm to De Long reporting the
question of taxes to Timm.

No 10. De Long to Timm. in reply.

Copie

No 133.

United States Legation
Yokohama Japan Dec 30 1871

Genl Paul Frank
U S Vice Consul Hiogo.

Sir;

In case of the action of the Municipal Council of Hiogo excluding the public and the press from their meetings be rescinded, and in case each paper be given the same advantages (without pay) for publishing the minutes of all meetings and also in case some action be agreed upon legalizing the acts of said Council during the absence of the U.S. Consul you are authorized and directed to participate in the proceedings of said Council and pay over to the Treasurer all Groundrents due.

To enable you to comply with this last clause I herewith enclose certificate of deposit for 5258 Coos now in the Oriental Bank of Hiogo, for which please send me receipt.

I am, Sir, Your obt Servt
Charles DeLong
Chargé d'affaires

No 36. Consulate of the United States of America.

Hioga March 8th 1872

Sir.

I have the honor to inform you that at a meeting held by the Municipal Council of Hioga on Feb 27th last the following Resolution drawn by me was seconded by W H Morse Esq at a former meeting was put before the Council and carried

"That the meetings of the Municipal
" Council of Hioga be open for the public
" And that the minutes of the meeting be
" given to the Press if applied for."

The Assessment of Land runs from September 17th 1870 to September 17th 1871. Then have against annual receipts transmitted to the Hon Treasurer of the Hioga Municipal Council and the long pending controversy settled in accordance with your instructions. I have not taken my place in the Board. There is no objection to the collection of land rents by the Office and the transfer of the same to the Municipal Treasurer of

Hioga

Kuroya for the year ending Sept 17th 1872 and the
subject of the Collection will be a subject of
discussion in the regular Meeting of the
Municipal Council. The Land rents at
Osaca had been erroneously Called by Col
Stewart - no trouble having existed there at
any time and with the knowledge of His
Excellency the American Minister I have
transferred the same to the Osaca Mu-
nicipal Council some time ago.

The Land rents now due in Osaca
have been called for in Compliance
with an agreement pending for the
payment of Land Rents at Osaca and
Hiogo as per Section V and VI Compage
217. of the Treaties and Conventions
Concluded with Japanese and Foreign
Powers.

I have the honor to be &c

P Fauck

U.S. Consul.

Col C. A. Stevens

Chargé d'Affaires

Yokohama

Copy

No 67. U. S. Legation Japan
July 31. 1872

Daniel Sumner Esq^r
U.S. Consul Hiogo

Sir, Pending decision of the Foreign Representatives concerning the legality of the late election of Municipal Engineer and Sup^t at Hiogo. you are instructed to neither recognize nor to consent to the payment of Mr Fritzig as such officer, The grounds upon which protest against said election ~~is~~ are founded are.

1st That neither Mess Daly or Harris are Consular officers

2nd That the doors of the Consulate were closed.

3rd That the person elected is ~~confessedly~~ incompetent to perform the duties of the office. In any future election, if unable to attend in person, or by a duly appointed and Confirmed Vice Consul, a vote attested by your signature and seal of office will be sufficient. I am. Sir,

Your ob^t Serv^t
Charles L Shepard
Chargé affaires

Copy.

No. 68. U. S. Legation Japan

August 3rd 1872

Daniel Brewer Esq^r

U.S. Consul Hiogo Sir;

Having learned from the Japanese Minister for foreign affairs, that neither Mess^rs Daly or Harris are recognized by them as Consular officers, it has been unanimously agreed between the foreign Representatives to declare the late election of Municipal Engineer and Supt. illegal and void. You are therefore instructed to govern yourself accordingly. Although I have no further instructions to give upon the subject I most earnestly hope, that in the selection of a person fitness to discharge all duties appertaining to the office will be had constantly in view. I also desire to call your particular attention to a resolution passed by the Municipal Council Feb 27 1872. and to say that by reason and only by reason of that resolution was the American

Consul

Consul allowed to reenter that Body
and the closing of the doors of
the Council at the late election
was a gross and direct violation
of that resolution as well as of
a distinct agreement and understan
You cannot too strongly protest agai
said act, or a repetition of the same
and if persisted in by your colleagues
you will immediately report the
case to this Legation
I am Sir
Your obt Servt
Charles D Shepard
Chargé d'affaires

(Copy.) H.M. Consulate Mozambique
Aug 9th 1873

Sir.

I have the honor to acknowledge the receipt of your instructions No 65. enclosing a Light House Notice I will as instructed take the necessary steps to have the notice made public.

I have also to acknowledge Letter No 67. instructing me to confirm the recognition or consent to the payment of Mr Forbes pending decision of the Foreign Representatives also Letter No 68 informing me that the late elections of Municipal Magistrates and Superintendents have been declared illegal and void by the Hon. the Foreign Representatives upon the ground that neither Mr Daley nor Dr Harris can recognize as Consuls by the Foreign Office I respectfully beg to state that Dr Harris was not acting upon the occasion of the late elections as H.M. Consular Officer but simply as my agent and in conformity with the wish simply of Lt Col. C.O. Shepstone Commr

H.M. Charge d'Affaires.

[illegible]

Consul carry my written instructions

This is not the first instance in which an agent has acted for a US Consul at this place; on the contrary the custom has been established and in practice ever since the opening of this port. Doctor Harris has acted for Colo T Scott Stewart and Gen P Frank a number of times in fact upon the return of my predecessor to the Municipal Council Dr Harris acted for that of Paris. I therefore respectfully beg that the late decision be reconsidered that the illegality be based upon the violation of a Resolution passed Feb 27th 1872. & the effect that the meetings of the Council must be open to the public. Any instructions that may be given me upon this subject I shall most gladly carry out. Pending any action that the Hon the Foreign Representatives may see fit to take in this matter I shall declare the election illegal and void. I have the honor to be Sir Your obedient Servant

Daniel Tenney Jr
US Consul

Copy.

No 95. U.S. Legation Yokohama
Sept 4, 1872.

Sir,

Referring to two despatches addressed by you to Col Shepard the numbers of which I do not now remember, I beg leave to advise you that you cannot depute or delegate your power as a Consul to any other person or persons except in the way authorized by law and prescribed by Consular Regulations. This applies as well to representation in the Municipal Council as elsewhere. The action of Mr Harris in that Body, acting under instructions from you, were null and void, and could not bind the U. S. Government as he had not been appointed or commissioned U. S. Vice Consul. Any former cases proving precedents for such actions were founded likewise on irregular and unauthorized actions. To allow the Consular service to fall into such a system of management would be to reduce it to the level of a

political Convention with members holding seats by proxy.

As the Municipal Council have been notified that the election of Mr Ortzig as Municipal Engineer and Superintendent is regarded as irregular by several of the Foreign Representatives including Mr C.O. Shepard when in charge of this Legation, I beg to advise you that I fully concur in that view for the reasons given by Mr Shepard, and other not necessary to mention. You will in your votes and action as member of that Council govern yourself accordingly and especially prevent if in your power, the payment to that gentleman of any salary from funds in the hands of that Council.

Should however any such have been or hereafter be made, you will advise me thereof without delay.

I have &c

L.E. De Long

To

Daniel Crowe Esq.
U.S. Consul
Kobe

Copy.

Kobe (Hiogo) 5 September 1872

Daniel Turner Esq.
H.B.M. Consul. Hiogo

Sir; In reply to your note of yesterday's date asking for the payment of the Police Tax upon our Lots Nos 2 & 33 we beg to hand you Bus 175.67 for the Police tax on Lot 2. and 240.67 for the police tax on Lot No 33. both for the current year ending September 10. 1872.

You mention that the Tax on Lot No 2 is Bus 614.88 and the excess over the amt we make it namely Bus 175.67 we enclose to be demanded for this Tax for previous years.

In the arrangement under which the lands on the Settlement were leased to foreigners it is provided in Art VIII that in the event of a foreign police force being required the land renters shall be liable to pay annually a sum not exceeding one third of a

a bu per Taubu. That the amt
sto be paid each year. and the
time of payment s to be determine
by certain persons appointed to
administer the Municipal funds a
provided in the said arrangement.

Upon enquiry of the Municipal
Superintendent, and Secretary of
that Body, we learn that the
only resolution which has ever
been passed by them was on
the 27th day of January last
when the Consuls were requested
to collect arrears of Land and
Poher Taxes. We entered the
there were at that time no
arrears of Police Tax for the reason
that none had ever been imposed
and it is questionable whether
the resolution referred to would
enable you to collect the Tax
even for the present year.

We are willing however, to give
the broadest construction to the
words of this Resolution and

to

to suppose that it was intended to levy the tax for the current year and accordingly we now tender the amount for the year ending 10th September 1872. but most respectfully decline to pay that for any past time.

We are Sirs
Your obt Servants
Walsh Hall & Co

Copy

Kobe (Hiogo) 9. September 1872

D. Turner Esq.
H.I. Consul Hiogo

Sir) Referring to our letter of the 3th inst. when we gave our reasons for not paying the Municipal Police Tax for the time previous to the current year. and to your reply of the same date from which we understand you still desire the payment to be made, we will now again state our case for submission to the United States Minister for his opinion as has been mutually agreed upon between us.

Article XIII of the arrangements made for the sale of leases of land on the Foreign Settlements of Hiogo and Osaca reads as follows.

"In order to provide for the cost of a
"Foreign Police Force at the Settlement
"of Hiogo or Osaca in the event of
"such a force being required, each
"land renter shall be liable to pay
"annually to the Municipal Fund

a

"a sum not exceeding one-third of
"a Bu per Tsubo. The amount
"to be paid each year and the time
"of payment shall be determined
"by the local Japanese and Consular
"Authorities together with the standing
"Committee mentioned in the preceding
"article." It appears from this,
1st that Landowners are liable for
the tax only in the event of
such a rate being required.
2nd that the Landowners are liable
to pay annually in the event of
the tax being required, and if
it is assessed as aforesaid from
3rd that the sum is not to exceed one
third of a Bu per Tsubo although
it may be less than the sum
named.
4th that the assessment is to be made
and time of payment determined
annually by the Authorities mentioned

We maintain

1st " That the liability is limited to an
annual call, and if the expense

of maintenance of the Police Force has been defrayed out of other funds, contributed by the Land renters their liability ceases with each year. if not called upon during that time.

2nd That we were not called upon to pay the Police Tax until the current year.

3rd That it has never been shown or declared by the Authorities mentioned that as much as one third of a Bill is required for the maintenance of a foreign Police Force.

4th That an assessment has never been made by the Authorities referred to.

Upon enquiry of the Municipal Superintendent and Secretary, we learn that the only vote ever passed by that body was on the 24 January 1842 as follows. "That this Council "requests the Consuls of Land renters that are in arrears for land rent and Police Taxes to collect said arrears and hand over the same to the

Hon

"Hon. Treasurer of the Council."

Now if the assessments had not been previously made, it is evident that there were no means of Police Taxes. at the time the above resolution was passed. neither was the resolution a sufficient declaration to make the tax payable for the present year. still we are as we said before willing to put a liberal construction upon it and pay the amount for the year ending on the 10th Inst. but not the amount asked for for the years 68/69, 69/70, & 70/71 unless the Minister decides after reading this statement, that the Tax is due and payable for those years. The amount demanded is small, but there is a principle involved which we think should be settled and it is for this reason that we object to the payment.

We are Sir,

Your obed't servants

Walsh Hall & Co

Copy

No 84. U.S. Consulate
Osaca & Hiogo Sep. 11th 1872

Sir:

At a regular meeting of the Municipal Council Sakai (Hiogo) on the 27th day of January 1872 the following resolution was passed.

"That this Council request the
"Consuls of the Land Renters that
"are in arrears for Land rent
"and police taxes to collect said
"arrears and hand over the same
"to the Hon. Treasurer of the Council"

In consequence of the illness of my predecessor who it is to be remembered did not take his seat in the Council until some time after this resolution was passed no steps were taken on his part to make the requested collection; this I have from Gen Paul Frank himself. and only mention now to account for their being open for discussion at this late day the question of a tax that should have been paid months before.

I have

I have called upon all American Groundrenters to settle their Rent and Police Tax as provided by the Regulations for this Settlement. From Messrs Walsh Hallebo I received simply the amount of Rent. Mr Gay objecting to pay the whole amount of Police Tax due on Lot No 2 from 1868 to 1872 (Books 614.83) but offering the amount due for the current year ending September 10th 1872 (Books 175.67) basing his objection on the ground that in the event of said taxes not having been collected within the year in which they were due they become void and not collectable. A tax once due in my opinion is always due unless paid or exempted by law. A police force having been required and instituted at this settlement and the Ground renters having received the benefits thereof, should in my judgement be required to pay the very small sum provided for the

the purpose by the Regulations for the Settlement. Mr Gay feels convinced that your opinion upon the subject will coincide with his own, and in order to avoid any perplexity that might arise in the event of Your Excellency's holding an opinion contrary to that I entertain I respectfully submit the question for your decision.

That you may have a more perfect understanding of the ground upon which Messrs. Walsh Hall & Co base their objection I have the honor to hand you herewith two letters from those Gentlemen dated respectively September 5th & 9th

I have the honor to be
Sir,
Your most obt Servant

W. Consul

To
His Excy
Hon C. C. De Long
Envoy Ex. & Min. Plen.

Copy

No 105. U. S. Legation in Japan
September 13. 1872

Sir;

Acknowledging the receipt of your No 84. of date the 11th inst. with its two enclosures. I beg leave to state in reply. that in my former action in sustaining Mr Stewart (your predecessor.) in withholding Landrents from the Treasury of the Municipal Council I was endeavoring to effect reforms in the management of that Council of the affairs of Kobe. but in no wise was I endeavoring to prevent our people resident there from sharing equally in all reasonable burdens for benefits accruing to them in common with others. I have carefully considered the reasons given for his action by Mr Gay, and to my mind they are coldly technical and clearly inequitable provided the tax he declines to pay was paid by other foreign residents and the police force maintained and the property of Public Hall &c

in

in Kobe guarded in common with others by this force. Our Municipal Governments in Japan are crude creations working by almost unknown laws and very unhamminsly, particularly yourself. To expect of them technical compliance with the unexpect regulations they work under, is to expect too much, It is not best therefore to regard or take advantage of any act or omission that does not result in a positive wrong. To maintain the position assumed by Mr Gray would be to plead a technical omission in avoidance of a fair share of liability, evidently in aid of an effort to save a few dollars and cents.

I have no right to decide this matter as it comes before me wholly irregular and may yet come in the shape of an appeal in a judicial proceeding. I therefore will go no further than to say that if other Nations have paid their taxes of a similar nature, disregarding the omissions of the Council to regularly and yearly declare the necessity

necessity for this tax, and assess it, and if the object for which this tax was levied has been carried out. I hope Messrs Walsh Hall & Co may pay it without further delay.

I remain Sir,

Your most obedient Servant

C. E. De Long

Daniel Turner Esq^r

U.S. Consul Kobe.

C. E. de Long. Minister

No 276

Dated Sept 14th 1872

Ten Enclosures

About Municipal affairs at Hiogo

Presented with No 276 from Japan

REPORT.

1st Diplomatic Bureau,
13th December. 1872.

SUBJECT:

Municipal Councils in Japan.

REPLY:

A thorough examination made of the indices and all correspondence from the U. S. Legation in Japan, from the year 1858 to present date, fails to elicit any information upon the subject of Municipal Councils in that country.

Respectfully submitted.

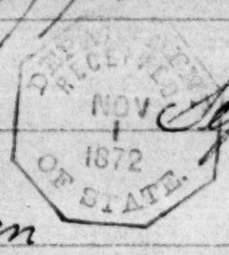
Geo S. Verdan

Adv. appm
Gen'l

Mr. Burlingame

No 277 Ack

Delegation Japon



September 15th 1872

Hon

Chas. De Long

&c &c &c

Minister

Contents.

Reporting a correspondence between Mr. Acting Charge d'Affaires and myself relative to the refusal of Mr Daniel Inman U.S. Consul at Hiogo ~~having~~ refused to cause the arrest and trial of certain American Citizens charged with having committed an assault upon certain British subjects.

Also reporting instructions given to Mr Inman. and his reply and reported proceedings thereunder.

No 277 Legation in Japan

September 15th 1872.

Sir:

I have the honor to advise you that on the 16th day of last month I received a Note from H.B.M's Acting Charge d'Affairs bringing to my notice a Complaint that had been made to him to the effect that Her Majesty's Consul at Hiogo when requested by H.B.M's Consul at that Port had refused to take cognizance of and cause the arrest and trial of certain American Citizens charged with having committed an assault upon certain British subjects: and requesting me to direct Her Majesty's Consul to take cognizance of the Complaint. (Enclosure No 1)

1/577

Hon. Hamilton Fish

Secretary of State

Washington D C

At-

at once upon the receipt by me of this communication. I addressed Mr Simon a letter of instructions
2/277 (Enclosure No 2) and also replied to Mr Sawyer advising him of the
3/277 instructions I had given. (Enclosure No 3)

Subsequently I received from Mr Simon a letter advising me that he had followed my instructions
4/277 concerning the arrest and trial of the persons complained of (Enclosure No 4) and enclosing to me a copy of his Findings and Judgment in the case
5/277 Enclosure No 5

Awaiting to hear your further approval of my action in this matter I have the honour to be

Sir

Your most obedient

Servant

Servant

C&E Dr Long

= List of Enclosures. =

No 1. Letter from Her Bⁿ Mⁿ Chargé d'Affaires

No 2. Letter of instructions to Consul Jones

No 3. Letter to H.B.M.'s Chargé d'Affaires

No 4. Letter from Consul Jones

No 5. Findings & Judgment of H.B. Consular Court at Kanagawa on the trial of Messrs Speyer and Emory.

(Copy) British Legation Yedo
August 16th 1872

Sir.

I have the honor to bring to your notice a complaint which has been laid before Mr Gower H.B.M.'s Consul at Hiogo by two British subjects Messrs Johnson and Walsh against Lieut-Emory and Dr Simon of the U.S. Flag ship "Colorado"

The facts of the case are briefly as follows. Messrs Johnson and Walsh are jointly interested in a Newspaper called the Hiogo News. And in the number published on the 5th of June they opposed a paragraph reflecting most injuriously on a certain "Doctor Spindleshanks" under which soubriquet Dr Simon considered that he was designated

On the 1st of August Dr Simon accompanied by Lieut-Emory called on Mr Johnson and handed him

a

Wm L. Co De Long

&c &c &c

an apology for publication to which he agreed
He subsequently however altered the
wording and published one that did not
give satisfaction either to Dr Tryon or to
Lieut-Emory who on the 20th ult assaulted
Mssrs Johnson and Walsh in the street
outside a public garden where the band
of the "Colorado" was playing and a large
number of people were assembled.

Mr Grow my property requested the
Mc Consul to summons the two officers for
assault-and in reply he was informed
that Admiral Jenkins had come to the
conclusion that the affair was personal and
did not demand civil or military in-
tervention.

Although not in the least sympathising
with the Complaints I have no doubt
you will agree with me in thinking
that proceedings such as the two
officers were guilty of should not
be allowed to pass with impunity
and that the circumstances are such
as to require a trial

Should you be of this opinion

I

I trust that you will direct the Colonel at Hiogo to summon Dr Simpson and Lieut Emery before the Court

I have the honor to be
Sir
Your most obedient Servant
C M Lawrence
in the absence
of Mr Watson

Copy

No 81

Legation of Yokohama

Japan August 16th 1872

Sir.

H.B.M.'s Acting Charge d Affaires has this morning addressed me a Note complaining that you have refused to cause the arrest trial and punishment of two American Citizens who are charged with having recently committed an assault upon certain British Subjects in the port of Kobe

You are respectfully instructed that in all cases when a complaint in writing is filed with you as it is provided for in the Consular Court Regulations it is your duty to at once issue a warrant for the apprehension of the persons and when arrested to try them.

Officers of the United States Navy are no more exempt from this general rule for offences committed or done and within your jurisdiction than are any other Citizens of the United States.

Should Complaint be made

Daniel Tomes Esq

Consul

Hiogo Japan

before

before you by any person as required by Sec 1st Page 43 Consular Regulations you will at once issue warrants for the arrest of Messrs Sayers and Conroy and when arrested you will proceed under the provisions regulating Consular proceedings to give them a trial.

I enclose for your complete information a copy of the Note I have just received from Her Majesty's Acting Charge d'Affairs

I have the honor to be
Sir
Your most obedient Servant
C E DeLong

No 82 (Copy) Legation Japan
August 16th 1872

Sir

I have the honor to acknowledge the receipt of your note of even date herewith calling to my attention the complaint of H.B.M.s Consul at Kobe to the effect that the Consul at that port has refused to issue warrants for the apprehension of certain Americans who have been charged before him with having committed an assault in that port upon certain of H.B. Majesty's subjects, and requesting me to instruct the Consul to proceed and cause the arrest and trial of said accused persons

In reply I have the honor to advise you that during your request entirely for upon the statement of facts you furnished me with I have instructed the Consul at Kobe that in event of a complaint in writing as provided for in Section 1st Page 47 Consular Regulations

C. N. Lawrence Esq.
H.B.M. Acting Charge d'affaires

Regulations is ~~changed~~ filed with
them charging Messrs Tryon and Emory
or either of them with the Commission
of an offence committed within his
jurisdiction to at once issue warrants
of arrest for such person or persons
and when arrested to try them under
the provisions of these Regulations
upon the charge or charges preferred

I have the honor to be

Sir

Your Most Obedient Servant

C. C. Dewey

(Copy)

No 67. Consulate

Osaca and Hiogo Aug 23rd 1872

Sir

I have the honor to acknowledge the receipt of your Letter No 81 under date of Aug 16th 1872 instructing me to arrest and try Messrs Tryon and Emery for an assault upon certain British Subjects

Enclosed I beg to hand you judgment and finding of this Court and would say in addition that the statement sent your Excellency a copy of which was enclosed with your instruction fails to convey a correct idea of the circumstances

I have the honor to be

Sir

Your most obedient Servant

Daniel Turner

Consul

To His Excellency

Hon R G A Long

Envoy Extraordinary Minister Plenipotentiary

(Copy) Consular Court

Hiogo August 21st 1872

The People of the United States of America

vs

Dr J R Smyon and Lieut W H Emory USN.

— Judgement —

After carefull consideration of the charge brought against Dr Smyon of assault and battery upon the persons of Messrs Johnson and Walsh it is found that all of the evidence in this case clearly shows that on the night of the 20th ultimo Dr Smyon committed an assault upon the person of Mr W H Johnson but fails to show that an assault upon the person of Mr Walsh was made or premeditated

Whilst the Court most seriously deplores the fact that any citizen of the United States should attempt to redress his own grievances by taking the law into his own hands or cannot overlook the fact that in this instance the offence occasioned by several articles appearing in the columns of the "Hiogo News" together with the want of good faith on the part of Mr Johnson in his persistence in the publication of

such

assist an accepted apology written by defendant was calculated to irritate and annoy; and thus was caused this unprovoked and unpremeditated attack.

Finding:-

This Court finds the Defendant guilty of an assault under extenuating circumstances and fines him in the sum of Five ($5.00) Dollars

The charge against Saint-Emery having been withdrawn further comment is unnecessary.

(Sgd) Daniel Turner
W Council Judge

The above

(Sgd) F H Morse
(") A Centre

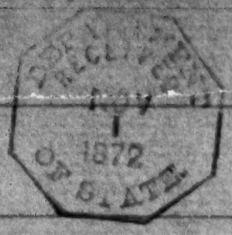
Court Room
Nov 23.
Police Office Nov 15th 1872

The Court adjourned

Resuming Business
The Defendant Charge
Defendant pleads guilty
Sum of $5.00 - Fines
-Reception from the Crown
as to the Defendant a stran

Mr Berdan

Ack.



Legation Japan

September 17th 1872

No 278.

From

C C DeLong

US Minister

Contents.

Returning complete list of Despatches from this Legation with number and date of each. in reply to No 130 of the 14th of June 1872.

No 278. Legation Japan

September 17th 1872

Sir.

In reply to No 130. of the 14th of June I beg leave herewith to forward to you a complete list of the dates and numbers of all despatches from this Legation to your Department as they are now of register; commencing with number 124. of Dec 22nd 1870. as did your last forwarded to me. (Enclosure No 1)

1/278

You will observe that my register agrees exactly with your own until No. 175. is reached. and again agrees from and including No 182. to the conclusion.

I find the disagreement between these two numbers to be caused by your having omitted

Hon Hamilton Fish

Secretary of State

Washington D C.

omitted a dispatch of mine of date March 18th 1871. asking for a leave of absence and bearing the number 175 on my register.

Also by your having included in your list as No 181. a dispatch received by you from Mr Portman forwarding acts.

I beg to assure you that on each dispatch appears on my register and none such was ever written or forwarded with my knowledge or consent.

This being the case if you will omit that dispatch. and enter my No 175 as your own and advance each successive one, one number until 182 is reached. our registers will exactly concur.

An apology due for the negligency of my register in showing No 267. a letter written in New York in April appearing of entry ~~four~~ Subsequent to two written in

in San Francisco in July. Nos 265 &
266. This mistake occurred from
my not knowing at the time what numbers
to give them and in reading them from
Entry the last named one was entered first.

I regret exceedingly the confusion and
annoyance that has been created and
sincerely trust that henceforth no such
difficulty will exist.

I have the honor to remain
Sir
Your most obedient Servant
C C De Long

Hon Hamilton Fish
Secretary of State
Washington D C.

List of Enclosures

One. List of Dispatches.

	1870	
4	Dec 22	Leave requested
5	" 27	Light House notices
6	" 31	Numbering of despatches
7	" 31	Employees of Legation
8	" 31	Japanese versions of enclosures
9	" 31	Instructions 37 to 40 received
10	" 31	"City of Yedo" explosion &c
11	" 31	List of despatches from Legation
	1871	
12	Jan 1	Salary account
13	" 10	Japanese Chargé to U. S.
14	" 10	Amakusa Island Order prohibiting foreigners from visiting the same
15	" 17	Contingent fund for Legation
16	" 19	Political and financial condition of Empire
17	" 20	Assault upon British subjects
18	" 21	Land rents due from U.S.
19	" 24	Amakusa Island matter
20	" 28	Commissions as C C & D J acknowledged
21	" 28	Consular Court regulations
22	" 30	Reasons for maintaining Legation in Yokohama
23	Feb. 12	Appointment of Ulrich Consul Frank
24	" 13	Letters of recall and credence
25	" 13	Fees for Judicial proceedings in Consular Courts
26	" 14	Claims of Americans against Japanese

	1870	
4	Dec 22	Leave requested
5	" 27	Light House Notices
6	" 31	Numbering of despatches
7	" 31	Employees of Legation
8	" 31	Japanese versions of enclosures
9	" 31	Instructions 37 to 40 received
10	" 31	"City of Yedo" exploring Sp
11	" 31	List of despatches from Legation
	1871	
12	Jan 1	Salary account
13	" 10	Japanese Chargé to U. S.
14	" 10	Awakura Island Order prohibiting foreigners from visiting the same
15	" 17	Contingent fund for Legation
16	" 19	Political and financial condition of Empire
17	" 20	Assault upon British subjects
18	" 21	Land rents due from U.S.
19	" 21	Awakura Island matter
40	" 28	Commissions as C & C rec'd acknowledged
41	" 28	Consular Court regulations
42	" 30	Reasons for maintaining Legation in Yokohama
43	Feb. 12	Appointment of Ned Consul Frank
44	" 13	Letters of recall and credence
45	" 13	Fees for judicial proceedings in Consular Courts
46	" 14	Claims of Americans against Japanese

147	Feb.	14	Brightly's Digest requested
148	"	15	Notice to Mariners
149	"	16	"Russia", permit of by Japanese
150	"	16	Lot for Hospital purposes
151	"	16	Hawaiian Govt request U.S. Representative to negotiate a Treaty
152	"	16	Assault upon British Subjects
153	"	18	Interpreter to Legation
154	"	18	Cooper Jacoms to leave and charge of Legation
155	"	20	Awakura matter
156	"	21	"Arostook" Claud Spencer Pp
157	"	21	Kanagawa Vice Consul appointed.
158	Mar.	1	49 to 56 Received.
159	"	1	Despatch bag. ———
160	"	1	Legation Library
161	"	1	Claims, Duties of Minister as to
162	"	8	Regulations as to hunting
163	"	10	Walsh Hall & Co. claims
164	"	10	Consular Documents
165	"	10	Contingent Fund
166	"	13	Mail and consular for Japan
167	"	14	Native Clerk and Interpreter
168	"	14	Boundary question between Russia and Japan.
169	"	14	Gas works in Foreign Concessions.

0	Jan 14	Volume treaties and Conventions
1	" 16	Sagasaki treaty limits
2	" 16	Naval hospital
3	" 17	Walsh Hall & Co's claims
4	" 17	Assassination of a Japanese official
5	" 18	Leave of absence asked for
6	" 22	Stationary
7	Apr 18	Bayly's claim
8	" 18	Investigation of charges
9	" 18	Lemuel Lyon's death
0	" 18	Opening of Yokoska Dock Yards
1	" 18	Osaca Mint
2	" 28	62 to 67 Received
3	May 8	Requesting blanks
4	" 10	Rice and oil exchange at Yedo
5	" 11	Abuse of drabb
6	" 11	Shipwrecked sailors, Japanese
7	" 15	Exhibition at San Francisco
8	" 15	American protection to Japanese officials in Corea.
9	" 16	Reception of Japanese Charge in Washington
90	" 16	Letters of introduction to Japanese Students
91	" 16	British and German Ministers en route to Washington & Europe
92	" 17	67 Received, &c

1871	May	
193	19	Amakusa Island
194	20	Dallas & King matter
195	21	Two Americans wanted for murder in Japan
196	21	Departure of English & German Ministers
197	June 6	George N. Lake's matters
198	6	Instructions 68 to 74 received
199	6	Hakodadi requested
200	12	Sew letter of credence received
201	13	Notice to Mariners
202	16	Hepburn declines to be Interpreter
203	17	Renewing acts of Empress
204	19	Land Rents Portuguese Lot
205	19	Consulate upon E. King
206	19	Rice no Chaya at Hakodadi
	July	and Dunn submits emergency Credence
207	2	76. to 89 less to 75 required
208	2	Mint Regulations
209	2	Mangunno temporarily absent, now returned
210	4	Instructions issued to Consuls
211	4	Notice given that revision of Treaties invited
212	5	Answer to No 73 (P. R. & grant) requested
213	6	Secretary & Chuna. Effort to prevent alliance
214	7	Mixed fines Instructions requested,
215	7	E King affair

July		
	11	85. no's - Extra Asst & Contingent fund - denied
		Continue Saturo Interpreter.
	11	Advices about Draft.
	14	Pretenais matter
9	15	Application for an Atty Gen'l for Japan
0	16	Walsh Hall & Co. Nibo Rio matter
1	17	Passport to Wm James Brooks
2	17	Proof furnished that Japan has no Courts
3	17	Instructions & Maynard about Gov. Lake
4	20	Audobon's works received and delivered
5	20	G. A Mitchell nominated as V. Consul
6	20	Terrible storm at Kobe
	August	
7	2	90, 91, & 92 received & Circulars 9 & 11
8	3	Re application for a Customs Office
9	16	Letter from Mikado & the President
30	17	Submarine Telegraph for Asia Co. Am. Co.
31	21	Enclosed a Treaty for Hawaii
2	21	Extradition Treaty desired by Japan
3	21	Changing the offices recently held
34	27	Passports to Strobel Hoag & Collins
35	30	Farming's claim settled
36	31	Importation of animals prohibited
37	31	93, 94, & 95 received.

1871

238	Sept.	4	Changes in Officers Political situation
239		4	Arrival of Gen'l Capron Staff
240		4	Intend to leave for Hakodadi
241	Oct	8	Secy Dept. wanted will urge A. E. Rice
242		8	E E Rice leaves G. E. Rice affts U. S.
243		8	Town in Year. contents received
244	Nov	8	Prince of Satsuma officially
245		8	Mixed Firms, Father instructions asked
246		12	Town through Japan to Yeddo.
247		13	Banks of Japanese Govt for special mail
248		17	Reception of Admiral Rodgers
249		18	Treaty with China not yet concluded
250		20	Announced P. Smith's nomination.
			Learn by private advices that G. F. Seward
			has also been selected for a position.
251		22	Japanese Embassy visit America
252		22	Forwarding accounts
253		29	Thanksgiving day appointed
254		29	Consular Notification
255	Dec	6	Farewell audience. Go Shogun in Chair
256		18	Soyeshima appt Min. of Foreign Affairs
257		18	Claim of Schultze Rees & Co paid.
258		21	Present to U.S. Government
259		21	Walsh Halls & Co's claim paid.

	1871	
8	Dec 21	Judgements in cases Lake 18. Maryann
1	21	Private audience with Mikado
2	21	Perkins matter
3	22	Forwarding evidence Rice 18 Dunn.
4	22	Japanese claim vs Rice and that of Rice against them. Adjustment in Washington recommended.
	1872	
5	June 28	Leave San Francisco July 16. 1872
6	July 15	Ito Okubo and Terashima, here
7	Apr. 28	Suggestions about revision of Treaty
8	Aug 12	Have arrived and assumed charge.
9	20	Advices about Draft.
10	Sept 3	Introducing Chevalier Van der Heeren
11	3	About "Maria Luz" affair.
12	5	Have assumed charge of Dutch Legation.
13	5	Steamer "Ameera" matter
14	3	Received 13th. Forwd Letter of credit
15	10	Notice to Ship masters about Submarine cable at Simonoseki
16	14	Municipal affairs at Kobe
17	15	Treat of Dr. Logan & Lt Emmy at Kobe,

C E de Long Esquire

No 278

Dated Sept 17th 1872

Via Enclosure

List of Numbers and dates of dispatches

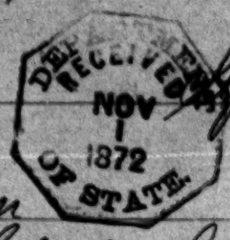
Mr Burlingame

ark

No 279.

U.S. Legation Japan

September 17th 1872



From

C. E. De Long

U.S. Minister

Contents.

Forwarding Copy of Notice to Mariners.

No 279 Legation Japan

September 17th 1872

Sir.

I have the honor to forward to you herewith printed copy of a Notice to Mariners received by me from the Japanese Government on the 16th inst. (Enclosure No 1)

I at once transmitted Copies to all US Consuls in Japan

I have the honor to remain

Sir

Your Most obedient Servant

E De Long

Hon Hamilton Fish

Secretary of State

Washington DC.

One Enclosure Printed Notice to Mariners

Mr Legation Japan
to Hon Secy Minister

No

Dated Sept 17th 1872

One Enclosure

Notice to Mariners

NOTICE TO MARINERS.

TEMPOSAN LIGHTHOUSE.

The Government of Japan hereby gives notice that a light of the 4th order will be shewn from Temposan Lighthouse, on the night of the 29th of the 8th month of the 5th year of Meiji, (1st October, 1872), and every night thereafter, from sunset to sunrise.

The temporary light, which has been shewn since the 4th month of the 4th year of Meiji (June 1871), will, from the above date, be discontinued.

The following is a specification of the position of the lighthouse, and the appearance of the light.

SANO TSUNE TAMI, KOBUSHO SANTO
SHUSSHI KEN, TODAI NO KAMI.

Public Works Department,
Section of Lighthouses,
Benten, Yokohama,
23rd day of 7th month, 5th year of Meiji,
(26th August, 1872.)

Temposan Lighthouse is situated at the north-western extreme of Temposan Fort, at the mouth of the Ajikawa, in the Province of Setsu. It is in 34 degrees, 40 minutes North latitude; and is 135 degrees, 27 minutes East of Greenwich. It is a square wooden tower, painted white, and is of a height of 30 feet to the centre of the lantern.

The light will be a fixed dioptric white light, and will illuminate 300 degrees of the horizon, from a bearing of N. 63 degrees E. round by N., and W. to S. 57 degrees E., and will be obscured on the other side between those bearings. Bearings true.

The total elevation of the light above the sea will be 53 feet; and its range of visibility from a vessel's deck will be about 12 nautical miles.

STIRLING FISHER,
Assistant Engineer.

With Despatch No 279

Legation Japan

No 1

Notices to Mariners

Mr O'Connor Nov 8

Mr. Berlan

ack 18 Jan 4

Legation September

17th 1872.

No 280

From Le Chr De Long

To Minister

Contents.

Forwarding Claims of Japanese

Government against E & Rice also

Claim for rents of lands at Hakodadi.

No 280 Legation Japan

September 17th 1872

Sir.

I have the honor to advise you of my receipt to day of a Note from J H Haven Esq Dis Consul at Yokohama communicating claim of Japanese Government against E E Rice Esq. (Enclosure No 1)

Enclosed herewith are the sworn copies of the evidence of this indebtedness Enclosures Nos. 2, 3 and 4.

Also two accounts for amt (Enclosures Nos 5 and 6.)

As I have no authority given to me to settle or adjust either of these affairs I respectfully refer the

Hon Hamilton Fish

Secretary of State

Washington D C

same to you. at the same time referring you to my communication and my recommendation relative to the same subject. See my No 264 of date Dec 22nd 1871.

I have the honor to remain

Sir

Your most obedient Servant

C E DeLong

List Enclosures.

No. Letter of Mr Mears.
Nos 2332 Notes of E S Rec
No 4 to 6. Accounts for rent

C E DeLong Supervising Special Agent
2 8 0
Report dated Dec 22nd 1871
List Enclosures
Claim of Superintendent Gen'l Agencies for Rent & Clerk hire for Auditing Treasury Transactions
Referred to Mr Randolph

Copy.

No 62

United States Consulate
Hakodada Sept 9th 1872

Hon C. E. De Long
U.S. E.E. & M.P.

Sir

I have to acknowledge the receipt of your Dispatch No 70 advising me of your arrival and that you have resumed charge of the Legation. I beg leave to tender you my congratulations on your safe return.

I note also your advice that Mr. Egbert De Long Berry has been duly appointed Secretary of Legation and has entered upon the discharge of his duties.

In obedience to your instructions I have informed the Governor of

of Hakodate of the facts communicated in your dispatch in regard to the payments of back rents on the Consular property at this place by our government and transmit herewith two bills of the local authorities for rent of Consular grounds as your request. These bills were recently sent to me so I did not call for new ones.

/4 The Governor appeared to be satisfied with the prospect of the payment of the ground rents as I explained the matter to him but stated that there was other indebtedness of my predecessor to the Japanese Authorities under his official seal, and wished to know if this was to be payed also. I inquired if those claims were

were presented to your honor during your late investigation and the Governor replied that he was not certain whether they were or not. This indebtedness is for wood provisions &c furnished American vessells and amounts to some fifteen or sixteen hundred dollars or perhaps more for the payment of which they hold documents signed by the Commercial Agent and sealed with his official seal. The authorities seem to feel entirely confident that our government will pay the obligations. I have replied that I could give them no such assurances untill further advised. Since my arrival I have endeavoured in my intercourse with the Authorities here by a firm but

but courteous and straightforward manner of dealing to command their respect and confidence. In this endeavor I think I may say I have been successful although I have already been obliged on three or four occasions to render decisions adverse to their views.

I have the honor to be

Very respectfully

Your obdt Servt.

J. H. Hawes

U.S. Consul

P.S. I also enclose herewith copies of three promises to pay signed by my predecessor referred to in paragraph 4 of this dispatch. J. H. H. U.S.C.

Enclosures

Two bills for rent of Consular grounds

Three copies of promises to pay.

Copy.

Hakodada 18th Feby.
1858

For value received mi
supplies from the Governor of
Hakodate. I promise to pay him
on the arrival of Mr. Choshing
7821 3/8 cash next summer mi
Mexican dollars $ 181 6/100

(signed) E. E. Rice
U.S.C.A.

(consulate-
Seal)

Copy.

Office of the United States Commercial Agency

Hakodadi 13 Sept. 67

To his Excellency the Governor of Hakodada

Sir

Having called at your port for the purpose of effecting a trade giving certain articles of the growth of the United States and receiving in exchange the products of Japan and not being able to dispose of any of our Cargo: and having been very kindly furnished with provisions Rice &c to the amount nine hundred and seventy three dollars and ninety two cents ($973.92.1/2) I promise to bring or send this money to you with the addition of six per cent in Mexican dollars it being distinctly understood that

that the accidents and dangers
of the sea are to be allowed
during the summer of the year 183-8
from June to September or thereabouts
and in case of accident to me
the bill will be settled by E. E. Rice
Esqr. Commercial Agent for the
United States of America
Hereto we affix our names
Supercargo Am. Barque Peking (signed) Geo A [illegible]
U.S. Commercial agent (signed) E. E. Rice

Copy

To

His Excellency

The Governor of Hakodada

Sir

I have firewood water and other necessary things have been furnished ships "Rapid" and "Adeline" and as they have not the money to pay, I agree to pay the amount of four hundred and ninety five dollars and fifty two cents ($495,52) six per cent interest when Mr. Cushing of Barque "Behring" arrives in the summer of 1858 and if Mr. Cushing do not come I will then pay.

(Consular Seal) (Signed) E. E. Rice

U. S. Commercial Agent

Hakodada 4 Feb. 1858.

Statement of rent due on
No. 1. Consulate Ground in
Havana

160 Doubloons
1 Years rent
From July 1st 1871 to June 30th 1872.
$800.00

E. & O. E.
(Signed) Custom House
E. P. 4th of 5th month.

Statement of rent due on
No. 2. US Consulate Ground at
Hakodada.

102.8 ⁷⁄₁₀ Tsoubos.

From June 1st 1869 to
Sept. 30th 1871.

26 Mos. — $312.86.5

From Sept 30th 1871.
to June 30th 1872.

9 Mos. $117.00

Total. $429.36.5

(Signed) Custom House
Hakodada.

E. Peshine Smith Minister

No 280

Dated Sept 27th 1872

Six Enclosures

Claim of Japanese Government for Rent of Consulate at Hakodadi also personal Claim against Ex Min Ly

Adm. M. Ark

Mr Bodan

Nagasaki Japan
September 18th 1872.

No 281

From

C. C. De Long

U.S. Minister

Contents.

Relative to some troubles and disagreements that have arisen between certain members of the scientific Commission headed by Gen. Horace Capron and certain of the Japanese officials also between the members of that Commission.

Vol 20

No. 281 Legation Japan

September 18th 1872

Sir.

It is with profound regret that I have to advise you that from different sources I learn that the members composing the American Scientific Commission to this Empire headed by Gen Horace Capron have been troubled by dissensions of a somewhat serious nature amongst themselves. I have not as yet obtained the necessary information to be able to thoroughly advise you of the cause of this dissension or to warrant me in expressing any opinion relative to it.

I find however some correspondence took place between Mr Shipard Secretary in charge Hon Hamilton Fish of

Secretary of State

Washington D C

of this Legation) and the Japanese which I consider but proper should be reported to you. (Enclosures 1-2. & 3)

1-2-& 3/

The result of Mr Shepards efforts was to obtain Mr Antisells re-engagement in the same department from which he had been discharged.

I sincerely hope that this result was not against General Capron's interests and wishes or against that of Governor Kuroda and Mr Enomoto. Not having as yet met either of those gentlemen I am unconformed relative to this matter.

At present Mr Antisell is in Yedo and Messrs Capron. Barfield and Eldridge in Yoso.

When I am able to ascertain the full particulars of this affair I will not fail to advise you; as

I

I am aware that you feel the liveliest interest in the success of this Commission which has promised to be of such great benefit both to Japan and to the United States.

I have the honor to remain

Sir

Your most obedient Servant

O. D. Long

List of Enclosures

No 1. Letter from C. O. Shepard to Minister for Foreign affairs.

" 2. Form Same to Same.

" 3. Letter from Minister for Foreign Affairs to C. O. Shepard.

Enclosure No 3

(173) (Copy) Legation Japan
March 27th 1872

H I Majestys Ministers
for Foreign affairs
Yedo

Sirs.

I am sorry to learn of a misunderstanding between Mr Enomoto of the Kaitakusui and Prof. Antisell which has resulted in the dismissal of Prof. Antisell by Mr Enomoto

So many and so strong minds has Professor Antisell in our Govt at Washington that from me the Secty of State will expect a reason for this strange step and I would very much thank you to obtain from Mr Kuroda. Likewise himself — not from Mr Enomoto or any other subservient — a statement of Prof Antisells offense and the reason of his dismissal.

I have the honor to be
Your obedt Servant
Charles O Shepard
Chargé d'Affaires

Enclosure No 2

No 77. (Copy) Legation Japan
April 13th 1872.

Your Excellencies

At our late meeting in Yokohama I spoke of a trouble between Mr Kuroda Mr Enomoto and Prof Antisell At that time I expected another engagement might be given Prof. Antisell in a different department but he now informs me that because of his trouble with the Kaitakushe the other departments cannot employ him

He claims to have been unjustly treated by Mr Enomoto Mr Kuroda and Gen Capron, and seems positive that the trouble arose from imperfect interpretation and that in regard to the date of the contract (concerning which the misunderstanding exists) Gen Capron was under the same impression as himself

Desiring to do all parties justice and in order that a full and distinct & [illegible] understanding

[illegible]
[illegible]
His Imperial Majesty's Ministers for Foreign Affairs

understanding may be arrived at I now ask that on Thursday, Friday or Saturday next as may best suit all concerned and at 2 o'clock P.M. Mr Kimura. Mr Enomoto and Gen Capron be requested to meet me at some convenient place when each party shall have an opportunity to make his own statement. This is not an ordinary case. The Japanese Government have brought Dr Antisell over, and it seems to me eminently just and proper that an opportunity be given for explanation. We shall all then understand the matter fully — Can know when the panel-list are if called upon by my Government I shall be in position to give a full statement of the case. I should be glad if Mr Smith could also be present. Kindly inform me by letter or telegraph and I will advise Prof Antisell.

I have the honor to be

Your obedt Servt. D Shepard

Chargé d'Affaires

Enclosure No. 3

(Translation) (Copy)

Foreign Department Tokei
the 11th day of the third month
3rd year of Meiji

Charles De Long Esq
United States Charge d'Affaires.

Sir

Your letter under the date of 15th of April 1872 in which you proposed a meeting with Mujsrs Kuroda Iwamoto and Yokoi was received and understood

We have consequently communicated to Mujsrs Kuroda And Iwamoto for the same in reply they stated that although the matter had been settled in an accomplished manner already yet they will be ready at any time to meet you unofficially on your calling at the Kai'taku shi (Exploration department) if you can desire to have a satisfactory and distinct understanding in the matter. And Mr Yokoi is also of the same opinion. We have the honor to be

Sir Your obedient Servants

Soyeshima Taneomi

Terashima Munenori

No 281

Dated Sept 18 - 1872

Ten Enclosures

Relative to the Scientific
Commission headed by
Gen Horace Capron

No 281

Dated Sept 18 - 1872

Wm Enclosures

Relative to the Scientific
Commission headed by
Gen Horace Capron

ackd

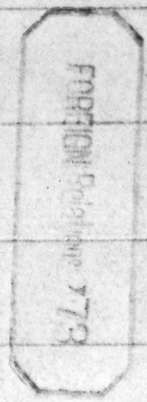
Legation Spain
September 27th. 1872

No 282

From

E. E. De Long.

Minister.



Letter report about proceedings had in relation to the Cortes Ship "Maria Luz" and with reference to my negotiations by this Government as acting for Peru

No 282 Legation Japan

September 27th 1872

Sir.

Referring to my No 271 (which by some means unknown to me was omitted from my last mail but goes forward with this) I beg leave to advise you further in relation to the proceedings had here in respect to the "Maria Luz" and to my recognition by this Government as acting Minister for Peru.

On the 31st of August I received a letter from Captain Nemio of the Maria Luz (Enclosure No 1) asking my interposition with the Minister of Foreign Affairs against the action of the Governor of this port with respect to his passengers

Hon Hamilton Fish

Secretary of State

Washington DC

Enclosing

1/282

Enclosing copy of a Note addressed by him to the Kuches asking to have the passengers returned on board his ship (Enclosure No 2) and the reply of the Kuches thereto. (Enclosure No 3)

2/282
3/282

On the following day as acting Peruvian Minister I addressed the Minister of Foreign Affairs on behalf of Captain Herrera enjoining upon him if the actions of the Kuches that the Captain complained of had been taken by his direction and met with his approval. Also asking for copies of the Court record and proceedings to transmit to the Peruvian Government.

4/282 (Enclosure No 4)

On the 3rd of this month the Minister replied to me as the representative of Captain Herrera and agreeing to

recognize

recognize me as acting for Peru.

(Enclosure No 5) at the same time 5/282
transmitting to me a copy of the
Note of the British Chargé d'Affaires
to Lima upon which the proceedings
against the "Maria Luz" and the Captain
was founded (Enclosure No 6) also 6/282
copies of the Ship's papers &c. which
I do not enclose as unimportant.

On the same day I replied to
His Excellency enclosing to him a
Copy of your despatch to me No 15
of date the 13th day of April
1870 — requesting me to act as the
Minister for the Peruvian Government
and requesting to be recognized as
such or a refusal given and the
grounds for refusing assigned
(Enclosure No 7) 7/282

I
beg

beg leave to assure you that at the time I received this dispatch from you I addressed the Minister of Foreign Affairs thereof and explained that I had assented to my acting for Peru as I exclusively transacted communications with them on behalf of Peru relative to the Barque Cayatte.

On the 23rd inst. I received a note from His Excellency recognizing me as Acting Minister for Peru. (Enclosure 6/282 No 8) - This recognition is of such a nature that I doubt its perpriety but submit the same to you for any instructions you may be pleased to give.

The concluding portion of that Note however I felt called upon to except to as indicating an intention on the part of this Government to deal

impartially

impartially with American Citizens and others subjects and citizens of Treaty Powers for availing themselves of their extraterritorial rights under the Treaty in asking the protection of their own Consular officers.

That evening His Excellency the Minister of Foreign Affairs with the Count Soltykoff visited me and spent the evening with me. During the evening I called his attention to that portion of his Note intimating the intention of His government to discriminate unjustly against American Citizens because they might embrace the privilege given to them by the treaty of submitting themselves only to the jurisdiction of their own laws and officers. and I pressed

him

Senor for an explanation of that matter
He assured me that the meaning was
not such as the translation of the Note
conveyed and promised to send me
another Note in explanation; which
I this morning received. (Enclosure
9/282 No 9.) - This he asked to have substituted
for the former which I allowed.
The last Note however is about as
ambiguous as the former, both of
them seeming to me to indicate a
failing of arrangement on the part of
the authorities with our government
and others for not abandoning the
doctrine of ex-territoriality. This Senor
the Minister disclaimed to me.
On the 19th of August I addressed
a despatch to the Peruvian Government
relative to the Maria Luce business
(Enclosure

(Enclosure No 10). and also on the 5th inst I addressed that Government another Note relative to the same subject (Enclosure No 11) Copies of these Notes I have thought it best to forward to you in order to fully inform you of all I have done or written about this matter 10/282 11/282

After Captain Kennie failed to obtain any redress from the Foreign Office he instituted an action in the Kuchos Court to compel the Chinese to return to his vessel. - I have carefully perused the report of these proceedings as published in the daily papers which I transmit to you herewith (Enclosure No 12) also I forward to you a copy of a protest filed by his Attorney (Enclosure No 13) This completes the history 12/282 13/282

history of this matter up to this date and fully advises you of all actions taken by me with reference to it.

By this mail I shall forward to the Peruvian Government copies of this last Note of the Japanese Minister about my recognition. Copy of Mr Dickens portrait and printed report of the evidence taken during this last trial.

Awaiting to your kind approval of my proceedings

I remain Sir

Your most obedient servant

C E De Long.

List of Enclosures.

No 1. Letter from Captain Tennis asking my intervention with this Government

No 2

No 2. Note of Captain Hennin to Kenchio asking for the return of the passengers

No 3. Reply of the Kenchio agreeing to return the passengers

No 4. My letter to Minister of Foreign Affairs submitting the Captain's complaint asking for copy of Court record &c

No 5. Reply of the Minister forwarding record but declining to answer me as the Representative of Peru.

No 6 = Note of British Charge d'Affairs upon which proceedings against Captain Hennis and the Maria Luz was founded.

No 7 = Note from me to the Japanese Minister forwarding copy of your despatch to me requesting me to act for Peru.

No 8 = Reply of Japanese Ministers recognizing me on behalf of Peru.

No 9 = Answered Letter on the subject of

regarding me as Peruvian minister

No 10 = My Letter to Peruvian Government:

No 11 = My second Do -

No 12. = Newspaper Report of proceedings of the Kinchen in the "Maria Luz" investigation

No 13. = Copy of Portrait of Mr Dickens in "Maria Luz."

(Copy)

Yokohama 30 August 1872

His Excellency

Chr. de Long Esq.

Chargé d'Affairs for the United States

of North America

Sir

I beg respectfully to lay before your Excellency a letter addressed by me to the Kanagawa Kencho demanding an order to send back the Chinese passengers taken from on board of my Ships the Maria Luz.

Together with a document received in answer to this letter.

The Japanese Government instead of complying with my request demanded me to commence an action against every one of the passengers; stating that the same have declared not to go on board again from their own will although the legal contracts

made

under which they shipped at Macao
are in its possession.

I now humbly beg to leave Your Excellency's
assistance in this matter trusting that
through Your Excellency's influence with
the Foreign Ministry in Pekin a modification
of the resolution may be obtained.

I have the honor to sign
Your Excellency's obedient Servant
Ricardo Herrero.

Copy.

Yokohama 30th August 1872

To the Kanagawa Kencho

Kanagawa.

I respectfully request that the Chinese Passengers who have been taken from on board my Ship the Barque Maria Luz by order of this Kencho be sent back again to day they being bound by legal Contracts deposited with the Kencho Apprentice to Peru.

Ricardo Herrero

Captain of the Barca. Maria Luz

(Copy) Translation

Kanagawa Kenchō Kanagawa

Japan 30th August 1872

Mr Ricardo Ferrer

Capt-Barque "Maria Luz."

Sir.

Your communication of this date requesting that the Chinese Passengers of the "Maria Luz" who were summoned by this Kenchō to testify in the late Enquiry before me may be returned on board of the said Ship is at hand and has received attention.

I have to inform you that such of those Chinese declines to return on board of the Ship. and can only be compelled to do so by this Kenchō after a judgement to that effect - regularly obtained in an action brought before me.

Such an action - any person interested is at liberty to institute as & pleased

in

with this finding already announced and
when this shall be done his case will
be appreciated

This Rancho has certainly no right
or authority to force those persons
on board your ship against their
will many at your request

I am Sir Very Respectfully
Your Obedient Servant

(Copy)

163. Legation Yokohama

Japan August 31st 1872

To Their Excellencies

The Ministers of Foreign Affairs &c &c &c

Your Excellencies

The Captain of the "Maria Luz" a Peruvian Citizen and an officer of that Government in command of a vessel now at anchor in the Port of Yokohama has addressed me a letter (Enclosure No 1) enclosing therewith a copy of a Note addressed by Their Excellencies the Kanagawa Kenchos (Enclosure No 2) with a copy of the reply of the Kencho thereto (Enclosure No 3)

It will be seen that the Captain complains that your local authorities at this Port having summoned his Chinese passengers to land at this port to give evidence in a proceeding set on foot in

in part by a Complaint made to you by
H.B.Majesty's Chargé d'Affaires and in
part by your own direction now holds
those Chinese in Confinement and
refuses either to order their return on
board of the Maria Luz or to detain
them and to allow Captain to return them
to his ship. I enclose also for
your Excellencies consideration a
published copy of the judgment of your
Tenchos in the above mentioned
proceedings. (Enclosure No 4) and also upon
your Excellencies to the following
Language addressed by your
Tenchos to the Captain through the
Interpreter after having rendered
judgment to wit: "As the Chinamen
have determined not to return on
board Ship they will be detained

Yeni

here for a few days in charge of officers appointed to look after them so that if any actions be brought on their contracts they can be found

Your Excellencies have been officially informed by me that at the instance of the Government of Peru I have been requested by the Hon Secretary of State of the United States to act for the Peruvian Government in this Empire in all matters not incompatible with my instructions as the Representative of the United States

That under such request I have assumed to act for the Government of Peru and in such capacity I have thought to been fully recognized and treated with by your Government

Distinctly disavowing any wish or desire to influence Your Excellencies

in

your actions relative to this matter and frankly admitting my abhorrence for the so called "Coolie Trade" yet as I have undertaken a charge for a Power friendly to my own Government whose Citizen, Captain Henrie, is now thus involved in trouble and totally powerless to approach you officially except by my assistance, and as he has appealed to me to aid him to the extent of placing his complaint before you I feel that I am not acting in contravention of my duties as the Representative of the United States and only fulfilling the obligations I have assumed for the Peruvian Government in thus forwarding these Communications and in asking you to officially inform me that I in turn

turn may advise the Peruvian
Government if it is true

That by and with your advice
and direction this investigation at the
Cuchos in Yokohama was called
and held?

If the Chinese summoned by your
authorities and brought on shore from
the "Maria Luz" to give testimony as
witnesses are now by your direction held
in custody?

If you authorize and sustain the
Cuchos in in refusing to return them
on board of the "Maria Luz"?

And if these things are true by virtue
of what law custom or precedent such
action has been or is now being taken?

I trust that Your Excellency will
will favor me with an early and an
explicit

& hoist up by this Port as the Maria Luz is being detained to await your final advices

I also trust that orders will be given directing Com Kuecker at this Port to take no other or further action until I am advised of your final determination of this matter

I have the honor to remain
Your most obedient Servant
C E De Long

(Copy Translation)

San 30e of the 7e Month of
the 5 year Meiji

Sir.

In replying to your letter of August
31st 1872. I am not to be understood
as admitting that this Government is under
any obligations to receive any Communication
from you in behalf of the Government of Peru
I am however anxious that Senor Hermosa
the Captain of the Maria Luz should not
fail to obtain any information to which
he is entitled by reason of his capacity
to address this department in his own person
I answer you therefore as his representative
and for his information but not for the
information of the Peruvian Government
as follows. Having been informed by Her
Britannic Majesty's Chargé d'Affaires that

Enclosure

that cruelties had been committed on board the Barque Maria Luz in the Harbor of Yokohama I augmented the Kanagawa Kencho to investigate the facts.

The Chinese witnesses brought on shore from the Maria Luz are not by any direction of this Department held in custody they remain on shore of their own free will and are restrained by persons officers as that they may be forthcoming if called upon to answer to any action against them founded upon the alledged Contracts which were produced before the Kencho.

The resolution of the Kencho to refuse to return these people against their free will to the Maria Luz has been fully approved

I decline for the present to enter into any argument in justification

of

of the action of the Kencho or of the
Foreign Office I content myself
with saying that I know of no
law custom or precedent which requires
this Government or any other Government
to force any person to return to a ship
against his will unless he be a fugitive
criminal or a deserting seaman
While the comity of nations may require
the restoration of a criminal it does not
require the restoration of a seaman who
violated his contracts and deserts from
his vessel unless there is an express treaty
providing for such restoration.

With respect and consideration

Soyeshima Tanenori

To His Excellency
C. E. De Long.

(Copy)

Yedo Aug 3d 1872

Sir

I beg leave to bring to your Excellencies notice the following facts in connection with of a Peruvian vessel named the "Maria Luz" now in the port of Yokohama and enjoying the hospitality of the Japanese Government

This ship is engaged in the transport of Coolies from the coast of China to Peru. She has put into this port under stress of weather the coolies on board are stated to be free emigrants taking passage under contracts the nature of which is not apparant. Some time ago

His Excellency

Soyejima Tanenori

&c &c &c

a man was found (fortunately at night) alongside H.B.M.'s Ship "Immortalité" in a state of extreme exhaustion he was taken on board and having partially recovered stated that he had swam from the Ship in question and claimed the protection of the British Authorities

As this is not a British Port he was handed over to H.M.'s Consul and was transmitted by him to the Japanese Authorities who appear to have sent him back to the Ship.

This is not the only case in which the alleged passengers of that Ship have endeavored to place themselves beyond the reach of those in authority on board, and information having reached me that three Lascars recently

wounded ill treated I determined to go on board and enquire into the facts.

I did accordingly go on board accompanied by the flag Lieutenant of the "Iron Duke". The demeanor of the officers whom we found in command to shew me the ship or allow me to see the alleged emigrants was very apparent- and it was only when I threatened to obtain what I asked through the assistance of the Japanese Authorities that I was permitted to go below. but- I was not allowed to take with me the Chinese Interpreter whom I had brought with me and who was the only intimate medium through whom I could communicate with the alleged passengers. I inform

for

for the present from entering into the question of the accommodation afforded by the Ship as that may be a fitting subject of Enquiry by your government. On my return to the upper deck I requested to see the man who had taken refuge on the Iron Duke to whom I have alluded After some hesitation the man was sent for. He appeared ill and to have suffered much and upon my proceeding to ask him through my Interpreter what had happened since his return to the Ship he was forthwith violently ejected by the Mate from the Cabin

This conduct raised in my mind a suspicion that he had been ill used a suspicion borne out by

his

this appearance and by the fact that
his staff had been cut off

Under these circumstances I think
it my duty to bring the matter before
Your Government

The lively trade between Macao
and the various ports of South America
particularly the Peruvian has been
characterized by such barbarity
and by such disregard to the rights of
the Chinese Government that it has
most justly excited the strongest
feeling in Europe and all civilized
Countries.

The contiguity of Japan to China
and the importance to both Countries
that nothing should disturb the
good feeling at present existing
between them makes it most

important

important that Japan should not permit its hospitality to be abused to the possible injury of nations of China

Without the shores of Japan have been free from the scandal of this abominable traffic and I think that Your Excellency will agree with me in deeming that the most way of preventing its extending would be for the government promptly and without hesitation at once firmly to carry its determination not only not to permit it but to prevent by every means within its power the possibility of its being carried on by the subjects of the nationalities

The Pennsylvania ship has claimed and has received the hospitality of the Japanese

Japanese government to the utmost hospitality is of course due alike to every one on board that ship as well passengers as officers or owners. but in the present case there is grave reason to believe that more than one person on board has been treated in a manner which no law can sanction whatever and it appears that without reference to your government within whose jurisdiction every soul on board is by the force of circumstances placed. the officers of Japan assumed the right to punish as criminal men of another nationality whom they allege to be no more than passengers. this I submit they had no right to do within Japanese jurisdiction and in the presence of Japanese subjects and this assumption

appears

appears to me not only a gross breach of the Hospitality extended to them but an insult to your Excellency's Government. Whether this be so or not I leave to your Excellency's better judgement to decide.

The circumstances that I have narrated appear to justify me in requesting you to exercise the powers which you may think fit to possess to institute an Enquiry into events which have occurred within Japanese waters and in order to do this effectually I would beg to suggest that you should take my application as the basis upon which the Enquiry should proceed; that you should interrogate the Captain and mate of the vessel that you should place your

Authorities

Authorities in Communication with the alleged passengers and particularly with the first Mate who was not a stranger on board the "Don Duke" and that you should moreover call upon the Captain to produce any Contract he may have made with his passengers and likewise any regulation he may have on board for the observance of order on his ship.

As in the present instance the Chinaman in question was delivered up to the Japanese Official by the British Authority I consider that I have the right to request that you will do me the favor of informing me when the enquiry will take place so that I may be present on the occasion and you may rely on my rendering

Yours

you any assistance within my power.

As I am informed that the "Mona Lisa" is about to leave the port immediately should I think you will consider be taken to detain her. Probably this might best be effected by the papers being stopped but in as much as it is possible that any attempt may be made to elude any enquiry steps might perhaps be taken to place the ship under surveillance.

I need scarcely say that as the ship is under the flag of a Country having no treaty relations with Japan no other power can control your right

right to take proceedings which the circumstances that I have detailed appear to me amply to justify and which common humanity demands

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration

(Signed) R. B. Watson

H. B. M's Charge

d'Affaires in Japan

(Copy)

114 Legation of Japan

Sept 8th 1872.

Sir Excellencies

The Minister of Foreign Affairs

&c &c &c

Your Excellencies.

The undersigned has the honor to acknowledge the receipt by this this day of your Note in reply to his own relative to the affair of the "Maria Luz" Also at the hands of your Interpreter of Copies of papers in the case to wit, Copies of the Ship's papers Copy of the Note from H.B.M.'s Chargé d'Affaires to you of date August 8th 1872 relative to the Maria Luz. And also copy of the findings of the Kuncho in the Maria Luz Examination.

For these very polite favors I thank Your Excellencies very much.

I beg to again repeat to Your Excellencies that in addressing you relative to this affair I had not nor have not any desire to influence your action or opinions; I only sought to obtain information; to lay the same before the Peruvian Government

Such information as I felt sure you would not only be willing to furnish to me, but to the whole world

I had no desire to lead Your Excellencies into any argument or explanation or defense of the proceedings that have been taken. My every feeling is antagonistic to this so-called Coolie trade in which this vessel it appears is engaged. I made my enquiries as Representative of the United States lending my good offices to a Power

friendly

Friendly to my own to the extent only of
obtaining an authentic history of an action
that had been brought and tried in the
Courts of your Country in which persons
and property Peruvian had been
involved.

I have thus fully made known to your
Excellencies Predecessors my authority
for extending my good offices in this
Empire to Peruvian Citizens

I had supposed it accorded to
and allowed by your Government
but by your note of to day and
further by information derived from
my Interpreter I learn that my right
to this act is questioned

I now have the honor to enclose
to your Excellencies a copy of a dispatch
received by me from the Hon Secretary of

of State of the United States requesting me to do act; and I beg Your Excellencies to make known to me if there is any and if so what objection on Your part to my acting for Pennsylvania interests to the extent suggested.

I have the honor to remain

Your most obedient Servant

C. C. De Long

(Translation Copy) Foreign Office

Yokohama the 9th of 8th Month

of the 5th year Meiji

I have the honor to acknowledge the receipt of Your Excellency's Letter of Sept 3rd 1872 In your note of June 21st 1870 you stated that you had been instructed by your Government to attend to any matter that might be entrusted to your charge by the Government of Peru

It did not appear however that the Government of Peru had then entrusted any matter to your charge or even that it had requested the United States to lend the services of their Minister

Having now been favored with a copy of Mr Fish's instructions to you enclosed in the note to which this is a reply I take pleasure in saying

That the desire of the Republic of Peru that you should extend your good offices to its Citizens in this Empire being now clearly made known to His Excellency the

C. E. De Long. Envoy Extraordinary

and Minister Plenipotentiary of

the U.S. in Japan

the government of His Majesty the Emperor has no objection whatever to your acting for American interests to the extent suggested. In the year 1867, several if not all of the European Governments withdrew their Diplomatic Representatives from Mexico and desired that the Minister of the United States should be charged with the protection of the interests of their respective subjects

The American and the Mexican Governments consented that the American should accept the trust confided to him

The manner in which he was to act is stated in a Letter to the American Minister from the Mexican Minister of Foreign Relations in these words: which I copy from the Diplomatic Correspondence of the United States Continually presented to the Congress by the Department of State. The Gommunt of Mexico desiring to avoid all danger of difficulties in its friendly relations with the United States does not think it desirable that you should interpose any mediation.

of

of an official character in the affairs that may be presented by French and Belgian subjects

Without any mediation of an official character if you should desire to interpose in those cases your private good offices the Government will attend to the same with all possible consideration"

The Mexican Minister of Foreign Relations subsequently adopted the same language in regard to the good offices for French and Prussian subjects

The mode of conduct described in the above extract having had the approval of so many Governments I do not hesitate to adopt the language of the Mexican Minister in the present case.

It is to be understood that citizens of Peru who voluntarily come into the territories of Japan submit themselves in all respects to the laws and to the tribunals of this Empire

They will nevertheless be treated

with

with justice and humanity.

It may even happen that they will be regarded more favorably than other foreigners who betray distrust by insisting upon being under the jurisdiction of their respective Consuls.

With respect and consideration

Sayshima Tanemi

H I J M's Minister for Foreign Affairs

Kiot Sept 23rd 1872

(Copy of Translation) Foreign Office
Yokei the 23rd of the 8th
Month of 5th year Meiji

Sir

I have the honor to acknowledge the receipt of Your Excellency's letter of September 2nd 1872. In your note of June 21st 1870. you stated that you had been instructed by your Government to attend to any matter, that might be entrusted to your charge by the Government of Peru. It did not appear however that the Government of Peru had then entrusted any matter to your charge or even that it had requested the United States to lend the services of their minister.

Having now been favoured with a copy of Mr Fish's instruction enclosed in the note to which this is a reply. I take pleasure in saying that the desire of the Republic of Peru that you should extend your good offices to its citizens in this Empire being now clearly made known, the Government of His Majesty the

H. C. De Long.

Late extraordinary and Minister Plenipotentiary
U. S. A. in Japan.

the Emperor has no objection whatever to your acting for American interests to the extent suggested.

In the year 1867 several if not all of the European Governments withdrew their Diplomatic Representatives from Mexico and desired that the Minister of the United States should be charged with the protection of the interests of their respective subjects. The American and the Mexican Governments consented that the American should accept the trust confided in him. The manner in which he was to act is stated in a letter to the American Minister from the Mexican Minister of Foreign Relations in these words which I copy from the Diplomatic correspondence of the United States courteously forwarded to the Government by the Department of State.

The Government of Mexico desiring to avoid all danger of differences in its friendly relations with the United

States does not think it desirable that you should interpose any mediation of an official character in the affairs that may be presented by French and Belgian subjects. Without any mediation of an official character if you should desire to interpose in some cases your private good offices the Government will attend to the same with all possible consideration.

The Mexican Minister of Foreign Relations subsequently adopted the same language in regard to the Americans good offices for French and Prussian subjects.

The mode of conduct described in the above extract having had the approval of so many Governments I do not hesitate to adopt the language of the mexican Minister in the present case.

It is to be understood that citizens of Peru who voluntarily come into the territories of Japan submit themselves

in

in all respects to the laws and to the tribunals of this Empire. They will none the less be treated with justice and humanity. It may even happen that they will obtain favour unexpectedly.

With respect and consideration

Soyeshima Tanomori

H. I. J. M's Minister for Foreign Affairs.

Copied 10

No 86 (Copy) Legation U.S. of America
Japan August 19th 1872

Sir.

In the month of May A.D. 1871 I received a dispatch from the Hon. Secretary of State of the United States advising me that on the 18th of March 1870 Your Excellency on behalf of your Government requested the U.S. Government to permit its Ministers in China and Japan to act as the Ministers of Peru with those Governments respectively and further stating "that in view of "the friendly relations existing between "the United States and Peru I will "consequently thank you to attend to any "matters which may be intrusted to "your charge by the Government of that "Republic as far as this can be done "compatibly with other instructions "from this Department." (Enclosure No 1)

On the 20th of June I replied to that dispatch accepting the trust for your Government (Enclosure No 2) and immediately afterwards I called at the

Foreign

Foreign Office in Lima and notified the Minister of Foreign Affairs of the purport of this correspondence.

By a despatch dated November 17th 1870, addressed to Your Excellency I also notified you of this request of the Secretary of State of the United States and of my reply thereto. In the same communication I tendered my services to your government to negotiate a Treaty between the Governments of Peru and Japan and of the absence of any difficulty in accomplishing it. (Enclosure No 3)

On the 12th of November 1870 I addressed a note to the Minister of Foreign Affairs of this Empire (Enclosure No 4) in reply to a note received by me that same day from them (Enclosure No 5) relative to a vessel the "Barque Cayatte" in which Note I addressed them in writing of my representative capacity for Peru and claimed that vessel as

Peruvian

Peruvian prosperity

By a note addressed to you of date Nov 22nd 1870 I advised you about this vessel and asked instructions relative thereto (Enclosure No 6)

On the same date I enclosed and forwarded both of the foregoing dispatches to your Consul General in San Francisco accompanying the same with a note to him informing him of my official character; that the dispatches enclosed were upon official business connected with his Government and requesting him to forward the same to you (Enclosure No 7)

In due course of mail I received from Mr Federico de la Fuente a reply acknowledging the receipt of the letters and promising to forward the same to you by the first opportunity (Enclosure No 8)

Some nine of these communications to your office have I now received any reply or acknowledgement

which

which includes my mind to the belief that they were never received.

The "Maria Luz" a Peruvian Barque en route from Macao to Callao having been driven into this port by stress of weather is now detained here by the Japanese authorities pending some investigations that are being made relative to some charges that have been preferred against the Captain.

At the time of the arrival and when these proceedings were commenced I was absent and Mr C Shepard the Charge d'Affaires for the United States Government in Japan in view of the instructions issued by the Hon Secretary of State of the United States relative to the "Coolie Trade" deemed it incompatible therewith for him to extend any aid or assistance to the officers or crew of this vessel on account of the business they were engaged in and Captain Herrera has applied to and obtained the Counsel and assistance of H.E. Senor Tibucio Rodriguez y Munoz. Charge d'Affaires in Japan for Spain, with whom I have co-operated to the extent of urging upon the Japanese officials the propriety of giving the Captain and his officers a fair speedy and a public trial upon the charges preferred against them. I have also urged upon them the very great desirability of their acting justly in view of the friendly relations existing between Peru and their own country.

I am watching the proceedings with close attention and when the investigation is concluded and a judgement rendered I will by the first opportunity advise you fully relative thereto. To this extent I have deemed it my duty and privilege to go. Awaiting the Hon Excellency's kind approval of my action. I have the honor to remain Sir

Your most obedt Servt

H. C. DeLong

To His Excellency
The Minister of Foreign Affairs
Lima. Peru

97

(Copy)

Legation Japan

September 5. 1872

To His Excellency

The Minister of Foreign Affairs

Lima Peru

Sir

I write in date of my last address to you the proceeding in the Kencho has been concluded and a judgment rendered a copy of which I send you (Enclosure No 1)

Upon the rendition of this judgment the Captain applied in writing to have his Chinese Passengers returned to his vessel by their authorities who had brought them ashore as witnesses (Enclosure No 2)

To this request the Kencho replied refusing the same and demanding the holding of the Chinese in Japanese custody (Enclosure No 3)

The Captain then addressed me soliciting my assistance (Enc. No 4)

Upon receipt of this I addressed the Foreign Office of

this

the Government in his behalf requesting to know if these proceedings had been had with the knowledge and consent of the Japanese Government; if it approved the same; calling for a copy of the record of the action that I might advise your Government thereof and further asking them to advise me as to the law or authority upon or under which these proceedings were taken.

To this note I received a reply certainly very equivocal in its nature refusing to recognize my right to ask for such advices on behalf of your government but advising me as the Representative of the United States that the proceedings were confirmed and the judgment and subsequent proceedings affirmed by the Central Government. Also granting my request for copies of the record of the Courts proceedings (Inclosure No. 5)

as

As Your Excellency is fully aware of my authority to be heard in this matter on your behalf I replied enclosing to them a copy of the despatch received from the Hon the Secretary of State of the United States directing me as requested by your Government to act in this Empire as Peruvian Minister and requesting Your Excellency to recognize me as such or advise me of your reasons for refusing so to do

To this Note I have not as yet received any reply

I have this day received from them a copy of the Indictment. Copy of the Indictment. Letter of Gobat Mrs. Chargé d'Affaires in this Empire upon which these proceedings are based (Enclosure No 3) Also copies of the ships papers passports &c referred to in evidence on the trial (Enclosures No 4) Also the record of the testimony taken but the latter I received too late to be able to furnish you with a copy of the same by this mail

Cost-

but I will forward it by the next with a copy of the reply of the Foreign Office to my answered note.

Trusting to your Excellency's approval of my actions I have the honor to remain

Your Most obedient Servt

C. E. De Long

The Japan Gazette.

YOKOHAMA, JAPAN, SEPTEMBER 18TH, 1872.

[illegible] in the Saibansho.

Before His Excellency OYE TAK. *Governor.*

This Day.

HERREIRO *vs.* CHINESE.—This was a suit to compel the fulfilment of the contract by certain Chinese on board the *Maria Luz.*

Mr. Dickens appeared for plaintiff.

Mr. Davidson for defendants.

Plaintiff prayed that the Chinese be ordered to pay an indemnity for non-fulfilment of contract and cost of the ship's delay, or be forced to re-embark and proceed to Peru. Defendants alleged the contracts were null and void, and fraud, force, and fear exercised to obtain their persons, unjust confinement, ill-treatment, insufficient food, so that health and life were endangered, and extortion against the terms of the charter party; that it was not within the province of the Court to enforce specific performance of the contract, which was *contra bonos mores*, and ought not to be enforced, and was in violation of the law and China, and *ab initio* bad.

Mr. Davidson, addresing the Court, said there were points which arose as the pleadings, points of law and questions of fact, and when Mr. Dickins had ended his arguments on the two first, and produced evidence of his facts he would reply. In one case, that of Low Chong, however, a question arose as to whether the captain was the proper agent of Amaro, who was however expected hourly by the French Mail. The arguments would be nearly the same in all the cases.

Mr. Dickins then rose and observed that the facts of this case were already before the Court in the pleadings. He was instructed by representatives of Portugal, and the other powers interested in the case of the *Maria Luz*, to demand that the cases be heard by a Court constituted in accordance with the 4th section of the convention of Yedo, dated 28th September 1867,—of the Governor, acting with the advice and assistance of the Municipal Director, and such as he may obtain of the Foreign Consuls. He asked if the Court was or was not so composed, before which his case was to be heard.

Mr. Davidson observed on this that it was a recommendation, and not a concluded convention. In the second place, it was not in the power of any representative of a treaty power to occupy a place on the bench sitting on subjects concerning non-treaty powers, whose citizens were subject to the jurisdiction of Japanese authority alone. For Ministers if sitting on the bench would expose powers and involve themselves. The [illegible] section of the convention was simply a [illegible] that whenever the Government should [illegible] of this it might do so with the assistance of Foreign Consuls. It simply said [illegible] Governor chose to do so, he "may" [illegible] suls to give him advice, if they choose. [illegible] conclusion to be come to was that the [illegible] Consuls might give advice, and then [illegible] the Governor asked them to.

Mr. Dickens replied that the recommendation was agreed to and became binding upon them. In proof of that he would enquire of the British Consul and his predecessor whether that recommendation had not been adopted, and had not become binding? He thought it was impossible for language to be plainer. It was such advice and assistance as he "may" obtain, and this meant such advice as he possibly could obtain. He therefore asked the Kencho to direct that a Court be established in accordance with Section 4 and the case be adjourned to be heard before that Court.

The Governor said the Foreign Department had directed him to proceed with the case.

Mr. Dickens handed in a written protest, and [illegible] proceeded.

Mr. Dickens then went on with his argument referring to the case of the *F. A. Palmer* which had come in port in a lamentable state with several deaths on board, yet no investigation took place, its passengers were not landed at all, and when landed from motives of humanity, were kept under *surveillance* and finally returned to the ship. He felt entitled to ask that the same hospitality should be extended to the *Maria Luz* as was shown to the *F. A. Palmer*. As to the contracts it was not necessary to read them or explain their nature more than was explained in the petition. They were genuine contracts, vised and authenticated by the proper authorities, and there was evidence from the authorities at Macao to prove the contracts were regular. He therefore submitted that the burden of proving they were not genuine, would rest with the opposite side rather than him. The validity of a contract was dependent on its validity at the place where it was made and he asserted they were according to Portuguese law—though a question might arise whether their validity was not to be judged by Peruvian Law. The contracts were made between Portuguese subjects and Peruvian subjects at Macao. He argued that they was as enforceable as those articles of agreement which sailors signed. A shipmaster had power to enforce by force the work of his sailors. The coolie trade was carried on by the English from the East Indies and still carried on by England, France, Portugal and Peru. It was therefore not without the pale of International Law. Of course, it might be cruelly carried on, but the regulations of the Portuguese Government provided that the sum of $ 1000 was to be deposited by the Captain of every Chinese passenger ship from Macao to Peru, which would be forfeited in case of cruelty. The *F. A. Palmer* was cleared from Hongkong, and as these proceedings had been instituted at the instance of the British Minister he therefore thought that fact was worthy of notice. The contracts made had nothing to do with China in a legal sense, but with a Portuguese Colony and must be governed by the laws of place where each was made. But by the Chinese Code of Taout Sing Lao Lee in the 5th Division of Hin Poo, it was provided slaves should be punished as parricides who slew their masters and in the next section parents were permitted to sell their children except to magicians. This shewed that Chinese law permitted slavery. The last point was if contracts, if valid in the land where made, were enforcible according to the custom of Japan. On that part he would say that contracts of worse nature were daily enforced by the Government. The latter punishing labourers hired at less than market prices. Lately a number of unwilling emigrants were sent to Yesso, and a certain proportion of labour they were to render to the person nominated. He had a much stronger case within the knowledge of the Court, for the rendering of service the most disgusting that any human being could perform for terms of 6, 8, and 10 years and with often minors. He referred to the prostitution contracts authorized and administered by the Japanese Government, as set forth by Dr Newton, who appeared to have regarded the system with favour, as the least of many evils

He quoted from this "the indentures of a prostitute for a term of years." These were specifically enforcible. If the girl ran away she must be discovered and returned, the right to her services was assignable, and the document legally bound her for the term specified. He here read the copy of an actual contract.

The Court ruled it was not necessary to read it.

In answer to Mr. Davidson, Mr. Dickens stated it was not stamped with the Government seal but he would proceed to show how the Government intermeddled in it. Those contracts were between Government authorities or not. He would say they were. At signature a stamp duty was paid to the Government, and the Yoshiwarra was under the direct supervision of the Government officers, who daily and hourly lent their aid to enforce them, the gates being guarded and the very liberty of ingress and egress denied girls. Abortion was permitted and practised, and brothel keepers looked on as very good citizens. This shewed what the custom was, and that only could be gone on—a kind of common law instead of common law. They might be punished and tortured for insubordination, and refusal to receive men. In view of this, how could contracts giving the Chinese, the same rights as Peruvian

citizens be looked on as illegal. In this view contracts for work and service were specifically enforcible. With regard to the points of fact. The defendant in his answer first denied that Hereiro was the Agent of Armero, and then acknowledged that he was. The contracts were genuine, valid and enforcible by Japanese custom. In the answer it was asserted first that the contracts were never entered into and if entered into, then that they were voided by fraud. He did not see how those statements were justified at all: but asserted that the contracts were duly entered into, that the passengers embarked of their own free will on board the ship, knowing perfectly well what their destination was, and being assembled on two successive days, had the contracts read out and explained to them by three Chinese interpreters of the various dialects used. Hence they had full opportunity of stating whether they had been decoyed or kidnapped. On the third day the contracts were signed by them before the proper authorities: not only that, but before the ship sailed, the proper officer came on board the ship and afforded them all an opportunity of making any reclamation. They said there was sufficient space and that the ship was well found, and for any breach of the regulations the Captain was punishable. The examination of the coolies and the signature of the contracts took place at Macao, in the Superintendency on shore. During the voyage the passengers on the whole were contented and happy. The only instances of punishment were these:—12th June, one coolie put in irons for selling tea at $1 per tin, on another day eleven for having concocted a plot to assassinate, the master and crew of the vessel. This was not joined in by the rest of the passengers. It must be remembered that South China [illegible] by pirates, and from time to time [illegible] of these piratical Chinese are to be found, but the rest of 100 are always contented and tranquil, so long as left alone. With those exceptions no punishments were inflicted on the passengers between Macao and this port, and there was no matter to justify the detention of the Captain for offences alleged to have been committed on the high seas, and the proceedings were entirely illegal—in which view every foreign representative in the place concurred expressly or tacitly. The passengers were fully provided with food. There were 230 on board, and the daily allowance of food to them was rice 3 piculs, one tin salt or fresh pork, 120 lbs. weight, a tin of pickles, a picul of beans, or two of potatoes. 12 pigs were taken and two oxen. Besides, once a week each man was allowed an egg, and every day each could have as much tea as he liked, for which the daily average of water was from 200 to 240 gallons. There were 321 piculs of rice on board, being the anticipated allowance for 100 days. Chinese wine, tobacco, oil and lemon juice were put on board, and everything as in English emigrant ships, allowing for the difference between Chinese and European passengers. On the ship arriving in Yokohama on July 9th, and up to the period when the ship was boarded under threat of compulsion, no complaint had been made to the captain, who went round with the mate every night and asked if there were any complaint. No complaint was made till the coolie had swam to the *Iron Duke*, when the disturbances commenced and the complainant had every reason to suppose there was a plot on the part of the passengers so to damage the ship as to oblige the captain to put them on shore here, where they supposed there was a chance of bettering themselves much nearer China than Peru was. But for the uncalled for interference of the British Minister none of the trouble and annoyance would have occurred. With respect to the contract entered into for Awo, by his guardian, he cannot produce Awo to swear he signed it, but could only refer to the contract as genuine and to the officers who saw that contract executed. But if he was not his guardian, Awo had full opportunity of declaring he was not. Many of the statements made at the Kencho were simply falsehood. Several at the Superintendency declared themselves to have different names from those they alleged here they bore. He could prove that no contract was signed on board, whilst their assertions of ill-treatment on board were simply allegations, which the captain denied totally, and would support by the evidence of every individual member of the crew. It is sometimes reproached against the ship, that seven deaths took place on board. Let those who cared refer to the year 1834 on the conduct of British Emigration—730 persons died out of those voyaging in 17 ships in one year, between Liverpool and America. He held it was with very bad grace indeed, that England mixed herself up to interfere against a vessel driven into a Japanese port, and requiring no assistance other than what was privately to be paid for. Were any passenger harshly treated, then it might perhaps have come under the notice of the Japanese authorities; but the only punishments inflicted on board were those which he had enumerated—one for an instance of extortion, whilst the other was for an attempted act of piracy, whilst their appearance showed they certainly had not been illtreated. The reporters for the newspaper were unanimous in their admiration (!) of the system pursued on board, and an experienced surveyor stated the accommodation was superior to that of many English emigrant ships. With regard to the question of agency, he expected Signor Armero hourly, otherwise he would show that Captain Hereiro was morally if not actually in law, qualified as Armero's agent.

Mr. Dickins then applied for an adjournment to procure a Spanish interpreter.

The Court placed its interpreter at his service.

Mr. Dickins said the Captain could not understand him.

The Interpreter said he had been three years in Spain, and could always make Spaniards understand.

The Court decided to try him.

Mr. Dickins was about to ask questions of the witness.

Mr. Davidson objected: saying he ought to be put on oath.

Mr. Dickins objected, as the witnesses against him had not. Besides, he might have religious objections.

Mr. Davidson. I should think he had. The former was only an enquiry, but this is a new trial, and the procedure on this occasion will serve as a precedent on others.

The Court decided to administer the oath.

Mr. Dickins said he had religious objections to being sworn by the Japanese Government.

The Governor then ordered him to be told he must make a true statement.

Captain Hereiro deposed:—I am a lieutenant in the Peruvian Navy. I have commanded six Chinese emigrant ships from Macao, and am well acquainted with the regulations of the Portuguese Government relating to those ships. The contracts now in Court are similar to the contracts made with passengers on other vessels. I have never been fined for breach of regulations. The *Maria Luz* is not as large and well found as any other vessel I have commanded, I have been in both larger and smaller. None of the contracts were signed on board. All were signed on shore in the superintendency, I was not present when they were signed. I did not inflict punishment whilst on board more than twice, from leaving Macao to coming here. I received no complaints during the voyage from the passengers. I went round the ship daily. If any passenger had wanted to complain to me he could have done so easily. There was an interpreter on board. The food of the passengers was better than the food of the crew. The Chinese never complained of want of water. There were no symptoms during the voyage of a want of water. They always got water in tins. They could get water at all times. 220 gallons a day were used by the ship. They never took water, but always tea. None of the passengers at any time told me they had been kidnapped, nor was there any report I heard of during the voyage that any of them had been kidnapped, nor have I any reason to believe any were. I never confined any passenger without just cause, nor did I ever beat any passenger badly. They all got sufficient food, and had enough to throw overboard. They did not throw it over because it was bad, but because it was too much to eat.

Japan Gazette.

In the Saibansho.

Before His Excellency Oye Tak. *Governor.*

(Continued from yesterday.)

Hereiro *vs.* Chinese.—This was a suit to compel the fulfilment of contract by certain Chinese on board the *Maria Luz.*

Mr. Dickens appeared for plaintiff.

Mr. Davidson for defendants.

Witness Hereiro continued:—Nothing occurred on board to endanger the life or health of any Chinese. I never extorted money from any one, I never took any money from them, or did any one by my order. Complaint has been made to me of the cook No. 96 doing so and I put him in irons. I fulfilled the terms of the Charter Party with Signor Armero. I have never rendered it impossible for any coolie to return on board the ship. I do not know in what way it will be dangerous for any coolie to go on board. I had a Chinese doctor on board. There have not been many ill at a time—very few; five or six at a time—never more, except when they were all sick, which at sometimes would be more than others. The passengers did not appear to be uncomfortable or miserable on board till they got to Yokohama. They passed the time card playing, eating and drinking. They were not ill-treated. After arriving at Yokohama they became discontented, after the one who jumped overboard was returned. I do not know the reason why he did. He had not been ill-treated, nor punished. I put into port, because I was forced by stress of weather. No others jumped overboard, nor did any of the passengers in any way try to get out of the ship before he did while in Yokohama.

Mr. Dickens:—He is justified by the regulations in preventing the coolies for leaving the ship.

Mr. Davidson objected as they were not in evidence.

Mr. Dickens said the regulations were in Court.

Mr. Hill said that they had been sent to the Foreign office at Yedo.

Witness continued: I do not remember the British Minister boarding my ship. I was not on board, and the mate was in charge of the ship. I am well acquainted with the trade between China and Peru, I do not know that the trade is carried on in a cruel manner. I do not know of any complaints at Macao or Peru of its being carried on a cruel manner. When the ship arrives at Peru an officer comes on board and asks if there is any complaint made by the coolies. I know of no instances of any Captain being punished for cruel treatment. There might be instances but very seldom. The Chinese authorities have never requested the authorities at Macao to discontinue the trade to his knowledge. The provisions are served out on board by the mate. The mate's book is correct. All the passengers were "stout" when they came on board in Macao.

Cross-examined by Mr. Davidson: My government is aware I am engaged in this trade. There is no penalty attached to an officer of the Peruvian Navy engaging in this trade. The Superintendent gets the coolies on board this ship when I go to Macao. I do not employ any one to get them to come to the Superintendency. The barracoon men get them. They are Portuguese and Chinese. I do not employ them to make the contracts. The Portuguese Government employed them. I was only there to get these men. My agent Armero, in Macao, made the contract. I do not employ agents in Canton to bring coolies down or in other parts of the country, nor do I know how much is paid to the people who bring these men. I have seen receipts for sums paid them. Different men bring the coolies for their money. I do not employ these men. Armero pays them their money. I did not see any contract signed on board, only saw those of the 12 boys signed at the Superintendency. I saw them all. Their families brought the boys—some were brought by the father, brother or mother. I gave money to them—$45 or $50 for each. I engaged these twelve boys for myself. I am entitled under my agreement to take these boys on my own account. It is not in the charter party. It is forbidden there. I am to pay for their food and voyage. I have provided separate food for them. I have not the written consent of Armero to this. I have not it here: I did not have it. I do not think Armero would be surprised if he knew of it. He has been on board, and seen the boys. I bring back from Peru to Macao—sometimes guano, sometimes nothing. I have been five years and a half in the traffic. I have brought back seventy, another time fifteen, in the last ship I brought back five. I should think altogether 130. I have taken altogether from Macao to Peru about 3,000. The Chinamen paid their passage. When they arrive at Peru, I deliver them to the person named in the paper. They have to do the work specified in the contract—nothing else. The contract says if a coolie is compelled to work beyond contract time, he can proceed according to Peruvian law. That means he has the same right as a Peruvian. I am not a lawyer and don't know what that means.

The last clause of the contract says that both parties understand the contract, which says that disputes shall be settled by Peruvian law. Six coolies died between Macao and here, and one in Yokohama. I went round the ship daily. I went down sometimes amongst the coolies in the hold at night, sometimes at day time. Sometimes I would go four times a day, sometimes not at all. They were kept between decks. They were not locked in. The hatches were barred. A grating was on them. They could come out to the watercloset. They could come out any time they pleased. During the day all might come on deck at once. I know that by my Charter party, only one-third could be on deck at a time. They have never been on deck all at once. They could come and go as they pleased. They were never locked up at all during the day between Macao and Yokohama.

Thursday, 19th September.

Captain Hereiro's cross-examination continued: I was on board the *Maria Luz* when the coolies were brought on board. They were not all brought at the same time—the first time 170 came, next 30 others. They were marched down from the Superintendency to the boats in charge of the officers of the Superintendency. They were locked up at night on the voyage, because I did not want them on deck. There are three doors to the hold. The coolies went down by a ladder into it. There are 14 windows to the hold. I only punished twice on the voyage—for selling tea, and because of the revolution on board. I did not beat the man who sold the tea. I have used a rattan to the men, when they wanted a second time to make a revolution on board. This was on the 10th June. I put the conspirators that time in irons till distress of weather, for 13 or 14 days. They were kept in irons at night—in any place that suited, sometimes below, sometimes on deck. They could go where they liked, with the irons on. They were not fixed up to an iron rod, about six feet long. I did not use that for those men. They were chained in couples, and the chain was passed over the iron rod. It was not fixed. They could walk about. We used 220 or 230 gallons of water daily. I had on board 38,000 gallons. I was 28 days coming from Macao to here. I anchored so far from the shore because I liked it. I was told by the Harbour Master to come in nearer shore. I knew it was the typhoon season. I do not know which coolie is meant if you mention his number. No coolies tried to escape at Macao. When marched on board, they were put down in the hold at once. None of them were ironed then. They were not locked in then; a watch was put over them. The whole of the crew kept watch. One or two or three men were down below shewing their places and bed-

ding. There [illegible] scuttling the coolies. None were armed. No coolie ever attempted to escape. I [illegible] looking forward with pleasure to [illegible] Where Peru is was already explained to them on shore. I am surprised they are not eager and anxious to get on board that ship now. I am perfectly astonished. I have never knocked a coolie down. I have never struck a coolie with a rattan. I have cut off three queues because the coolies escaped. I only ordered them to be beaten with a rattan on two occasions, already mentioned. Fifteen or twenty jumped overboard here in Yokohama. I never threatened to shoot any of them with a pistol. I never said before a witness *I would have to kill six or seven of them again, after I left this port.* I do not remember saying that on board my own ship in presence of Mr. Hill and another gentlemen. I did not say that I would murder any body. I did not say I would kill any body. If the Chinamen tried to kill the people on board first, I would have to kill the Chinamen. I never killed any coolie on any voyage in self defence, nor have I ever ordered any to be killed nor ever heard of any ever being killed. I never saw any ship fired because the coolies could not stay on board. I have heard of such things. I do not know the reason for the conspiracy on board the *Maria Luz*. The coolies were well treated. They were perfectly happy and contented. The commanders of these ships are not generally taken from the Peruvian Navy. They all of all classes and nationalities. I am not the only man in that navy engaged in that trade, one or two more are—not more:

Mr. Davidson: I am glad to hear it, for the honour of the navy.

Re-examined; My government never objected to my being engaged in the trade. The boys engaged by me were willing to go. I cannot transfer their services to any other person. Armero said he had no objection to their being on board. The passengers are under Peruvian protection and also under Portuguese protection. When at Peru the Peruvian officials and Portuguese Consul board the ship, and ask the coolies if they have been well treated. They are then transferred to a government ship, and then to the shore when there are more than 20 places to receive them, kept by the agents of the Peruvian Government. There are four hatches on the ship and four ladders. The hatches are open all night, and besides them there are six ventilating openings. None of the crew were armed. When the coolies came on board, they were not thrust down, but went down of their own accord. There were policemen on board, to see that no violence was used. The officer of the port went round the ship with the captain and saw every coolie on board. No complaints were made to him. The provisions were good and remained so. In South China there are many piratical villages, and some of the inhabitants might have obtained a place on board, and be among my passengers. I have more than 3 or 4 of them. It is true that 15 or 20 men jumped over in Yokohama. I sent a boat after them, and fetched them back. I met Mr. Hill in an eating house in Yokohama sometime since. Mr. Hill threatened me with cutting my head off, but not the heads of the crew. He said so seriously, and said I had better get away at once. I believe it was not in joke. I do not believe Mr. Hill looks like a person given to joking. I don't know if Mr. Hill spoke as if he had the authority of the Kencho. Mr. Hill did not say this case would make him (Mr. Hill) famous. He said it would make the Japanese Government famous. I do not remember Mr. Hill said that this thing would be heard of in the year 2000. He said it would be heard of in every place and every country.

Mr. Dickens: Coupled with the name of Mr. Hill? I suppose.

Captain Hereiro: I don't know that. I understood it was wished I should leave with my ship and not trouble myself any more about the coolies on board. This is my opinion only.

Mr. Hill was about to ask the witness some question, when,

Mr. Dickens said: I must protest against Mr. Hill putting any question whatever. The questions must only be put by the Court or by the [illegible] present: I don't recognise Mr. Hill as anything [illegible] adviser to the Court. Mr. Hill is a [illegible] here, and for aught I know, he may have some interest in matter connected with the case, and it would not be fair for him to be allowed to put questions of his own motion.

The Governor (through Interpreter Wills): Mr. Hill is putting these questions for the Court.

Mr. Dickens: Then every question ought to pass through the Court.

Examined by Mr. Hill: (the questions being translated to the governor before being asked the witness by the interpreter). There were four openings from the deck down which a man could go where the coolies where. When those 13 or 14 men jumped overboard there was no force used in making them return to the ship. I was on board when they jumped off. They did not swim back. Altogether so many jumped overboard, I cannot count how many. Those who came in the boat were eight. The most that went over at any one time so far as I remember was 8 or 10. I could not count when they jumped. The captains boat brought them back. I did not let my boat take them on shore. None of them were punished afterwards. They were not put in irons or confinement. I don't know whether the passengers are domiciled at Macao, or at outside villages I do not know the register numbers of the coolies who jumped overboard. It is not noted in the logbook. I could not recognise those who escaped if brought here now.—I might perhaps one or two. At the conversation which occurred between Mr. Hill and myself in town, there was a witness, but whom I don't know. Perhaps he would know better. It was not Mr. Hyashi. It happened in the saloon at 55, and took place a few days after the decision given in the other case, during dinner time. About how much per head is generally paid for coolies to bring them to Macao I don't know. I don't know whether they come from Macao or not.

James Brown, warned: "Any evidence you shall "give in this case in this Court must be the truth "and nothing but the truth, under penalty of per-"jury." (Examined by Mr. Dickens): I am carpenter of the *Maria Luz*. I have never seen or heard of any passenger being ill-treated by the Captain or crew. I was on board when they came in the ship at Macao. I never heard any complaint from the coolies. Before she left, the Captain of the Court, the Peruvian Consul, and others came on board and said it was properly ventilated, and care taken of the coolies. They had fish, onions, garlic, potatoes, onions, turnips and pork. Their food was equal to that of the crew and some times better. They were between decks and occupied nearly the whole of the decks. They were as well lodged as the crew, if anything, better. They were on deck during the day, and at night time whenever required. There were four hatchways, and two other openings for free passage of air and six ventilators. There were six ports, three each side. I have seen them punished for trying to raise a rebellion, and the cook punished for selling tea. It was not a very severe punishment. They were flogged on the breech with a rattan by their own men, about 20 blows. They were put in irons, two and two together. They did not appear miserable. At night time from 6 to 8 they would be "skylarking, showing their science," I have sailed in a coolie-ship from Hongkong to San Francisco. They were not allowed to leave the ship in the harbour. That ship was not near so good as the *Maria Luz*. I think the accomodation for coolies on board the *Maria Luz* far, superior to that for emigrants on merchant vessels from England to New York and their food more abundant and superior. I was on board when H. B. M. Chargé d'Affaires came on board. He came in an unarmed man-of-war's boat. The lieutenant in the boat was not armed. I was on deck. He went down below. What occurred there I don't know.

Cross-examined: The vessel I was on board was an American vessel. I am well treated; that's all I care about. If circumstances suited me, I would go to Peru. As long as I earn good money that's all I require. I am not aware I might be kicked about from one master to another. Several [illegible] gangs of coolies were brought on board. Portuguese brought them in barges, each containing perhaps 30 or 40 coolies. They were [illegible]

...decks. I think they ... the same night on deck. A great many played on drums and fiddles. I did not put any in irons that day. I did afterwards—perhaps a week or fortnight. I did not know what was the cause of the revolution. I never struck, nor beat them with a rattan or ropes end. I do not know that anybody sold the coolies water except the Chinese who was punished. I do not know what has become of each man's $8. I did not receive any of it. They bought cakes, fruits and shoes here. None tried to escape at Macao. Here, seven or eight jumped over altogether one night. The irons were rivetted on these men. They were kept on all night. I never complained about my food on board that ship. I lived in the cabin, same as the captain. The coolies did not live better than us, better than "seamen." They were all happy and comfortable, till the man was brought back from the *Iron Duke* and poisoned the others' minds.

Examined by the Court, through Mr. Hill: The captain of any ship may prevent any sailor from leaving the ship by force. I cannot say if he can any other class of persons.

William MacDonald, warned to speak truth, I have been master of a ship, and am now surveyor of ships. I visited the *Maria Luz* to satisfy myself out of curiosity, having seen certain articles in the newspapers. I found her lumbered about the decks as any ship fitting out would be. I went between decks, and found them cool, airy, well ventilated in every way, and the passengers seemed to be comfortable. I would not say she was equal to emigrant ships at the present day, but she was equal to some I have formerly seen, and equal to any India and China ship engaged in the coolie trade I have seen. I came away favourably impressed. This was immediately after the second article appeared in the *Japan Mail*.

F. Bevill, warned to speak truth, said I am subeditor of the *Japan Mail*. I can't remember what date I visited the ship. I went round below between decks. Appearances struck me as being very favourable—much better than an emigrant ship, I was once in myself. I saw the coolies below. I saw no "blood-thirsty ruffians" watching them. The headmen were down below. I thought they were well fed and healthy. I was once in 1864 or 1865, 39 or 40 days from Liverpool to New York in a 1,300 tons ship. She carried cargo. One adult and about fifteen children died on passage. The officer, and crew did not behave badly, except in the matter of food, concerning which there were constant complaints. The place was abominably dirty, and no endeavour was made to keep it clean. Whereas the *Maria Luz* was clean. There was not much illness on board. I believe no complaints were made on arrival at New York. They chiefly complained of the food and cooking. I have known the captain of a steamer use authority over a first class passenger, whom the captain kept on board because he had not paid his passage. He paid his money and went ashore. My visit was before Mr. Watson had visited her. I went with Mr. Kent. We had not a letter to the Captain. We introduced ourselves to the Captain.

Captain Purvis, warned, said, I went on board the *Maria Luz* the first day she was in. I went round her, where the coolies were, and saw the ship was clean and particularly contrasted with the *P. A. Palmer's* state. I have been on board often since, and never found any difference a her state, except that her decks were lumbered. The coolies struck me as being particularly healthy I asked as far as I was able to, if there were any complaints. I never heard of any complaint till after the man swam to the *Iron Duke*. I have heard of a captain confining a first class passenger in irons; and confining others to their cabin. He has full power for the safety of the ship to interfere with the liberty of a passenger. An uproarious or quarrelsome man I should warn and then confine to his cabin if he persisted. Men-of-war carry the same irons as this coolie ship.

Cross-examined: I saw no appearance of any hatches anywhere. The fore-main hatches and booby hatches were perfectly open, and the after hatch covered with wide-meshed netting. There were also holes cut in the deck. Any time I went on board the hatches were not there.

The sleeping space of each coolie is larger by 24 inches to each man than ... men-of-war

They sleep on board. The ship is 7 feet between decks, and this is divided into two tiers of berths. The ventilation of the *Maria Luz* is better than that of any man-of-war I have been in for 18 years. I was not on board at night, but I can judge pretty well. Each man has 20 inches of space, he lies with his feet to the side of the ship—sleeping athwartships. I don't know the average breadth of the Chinese, but more space is thus allowed them than for an Englishman. If Mr. Bevill, Mr. Tallerman and myself slept in the same bed we should probably not occupy the same room.

Manoel, a sailor, warned, never saw nor heard of ill-treatment or any complaints by the coolie. The ship was duly visited at Macao, by two officers accompanied by interpreter. The food of the Chinese was very good, about the same as his own. The crew were not allowed to beat them. This was his second voyage in a coolie ship. Both were about equally well fitted.

To the Court:—He heard the Chinese intended to burn the ship, from the interpreter. He had seen the straw they were collecting on board for the purpose of the fire. This was before reaching Yokohama.

W. H. Smith, cautioned. I was formerly an officer in the Royal Marines, and was during the China war, I had charge of a portion of a coolie Corps, to assist the British arms. The army employed Chinamen, I don't think it is likely the consent of the Chinese Government was asked. They were brought chiefly by placards. They entered into no written contract. They could not leave at any moment they liked. I should have punished any attempting to desert by flogging or any other way, as I might think proper, This I suppose was with the knowledge of the diplomatic and military authorities. They were all Chinese subjects. According to military law, a man fighting against his own country is liable to death, 60 of these ran away to the enemy, and 59 had their heads struck off at once. They came from all parts. The advertisements were put up about the Colony of Hongkong. I only had one interpreter, who spoke Cantonese.

Serrano, a Chilian, steward of the *Maria Luz*, cautioned, had been seen nor heard of ill-treatment. He served out provisions, and never heard any complaint about them or about water. They were good and abundant. At Macao, the officials inspected the ship and passengers. The coolie food was better than his. The crew were not allowed to beat them. They were "all as they like it" playing cards, dominoes, and guitars, and were not dejected in appearance. He had sailed in other coolie ships, they were about the same.

Cross-examined: He gave out water to the men. The Chinamen took water themselves. He did not know what quantity they had. They always had enough. He did not give an account to the captain every day how much he gave out. He had to fill several large vessels daily. Did not know much they contained.

Examined by the Court: He had seen the straw and wood fixed ready to set fire to the vessel. He discovered it after they left Macao. It had not been lighted. He heard it was to be set fire to, whether this was before or after the loss of the masts, he did not know.

Francisco Paul Xavier, interpreter, said he saw the contracts signed in the superintendency. The Chinese were questioned if they were willing to go to Peru, and said "yes," being questioned on three separate days. He went round with the Harbour Master and another interpreter from the shore to ask if any refused to go. He heard of no complaints of ill treatment. He went among them every day. It was impossible for any contract to be signed on board. He knew the ordinary life of Chinese villagers. They got, perhaps, one-tenth of the food served out on board. They would earn 20 or 25 cents a month. They could move about freely on board and were satisfied. Had been in many coolie ships, but now sailed for the first time from Macao. He knew the man who swam to the *Iron Duke*. He had not been ill-treated or punished. Did not know his reason for jumping overboad.

Cross-examined: He did not sell food or water or tea to the coolies. He was interpreter.

Some were beaten 14 or 15 days after leaving Macao because there was a revolution. Had seen 10 or 11 in irons at a time.

To the Court: He understood the Hakow, Punti, and Fokien dialects. There were three interpreters of the Superintendency present when the contracts were signed, afterwards the Governor's seal was stamped and that of the Peruvian Consul; after that the Chinese got their money and clothes. He had never received any money of the Chinese for any purpose, nor had they asked him to keep any. He had only seen the cook sell tea but had never seen any water sold. The cook was a Chinese and one of the passengers.

Adjourned till 10 a. m. to-morrow.

In the Saibansho.

Before His Excellency OYE TAK. *Governor.*

Friday, 20th September.

HERREIRO *vs.* CHINESE.—This was a suit to compel the fulfilment of contract by certain Chinese on board the *Maria Luz.*

Mr. Dickens appeared for plaintiff.

Mr. Davidson for defendants.

P. Arcas, mate of the *Maria Luz*, called duly cautioned. To Mr. Dickens. I am a Spaniard, never saw coolies ill-treated on board. Had seen them twice punished but no more. Heard no complaints about food or water. The officials at Macao and the Peruvian Consul were on board previous to leaving. Do not know who was with them. I went round the ship with them. They went all round the ship and asked if there was any complaint, but no complaint was made. An interpreter was with them. The crew were not allowed to beat the Chinamen or sell them anything. The Chinamen in good weather could come up all on deck in the day and at night if they wanted. The Chinamen were satisfied on the voyage and happy. The food of the Chinamen was better than that of the crew. Knew the man who swam to the *Iron Duke*—he never was ill-treated or punished. All punishments were put in the log book that occurred during the voyage but no account was kept in port. The man that went to the *Iron Duke* was not punished on his return to the ship. Was on board when the English Minister came on board, an English Lieutenant was with him in uniform and armed. The Minister asked who was in charge; the mate said he was, but could not show him round as he had no permission from the Captain. The Minister and Lieutenant went down below; but not the interpreter. The Minister spoke loud, and he replied the same way. The Minister spoke English. The Minister did not threaten to obtain force to seize the ship from the Japanese. He was on board about a quarter of an hour. The man who swam to the *Iron Duke* was brought before the Minister, who wanted to question him; but he sent the man away, and would not allow the questions. The man was sent away between decks. The Minister wanted to keep the man.

To Mr. Davidson: The Macao Harbour Master and Peruvian Consul and an Interpreter went round the ship at Macao. Do not speak Chinese and do not know what questions were asked. On the voyage the Chinese could get on deck when they liked. The hatches were not fastened, and they had not to ask leave to come out. On coming on board they were sent below. No one was put to guard them, know of no one who was punished but the Chinaman for selling tea, and the money was returned to the Chinaman who had bought the tea. There was plenty of food and tea for all. The Chinaman was willing to buy the tea. The English officer who came on board with the Minister had a sword. Refused permission to the interpreter to go below, as he had not leave of the Captain. Was on board when others had come on board to see the ship. When the Chinaman came back from the *Iron Duke* he was not punished. Do not know if his queue was cut off. When the Minister came on board it had been cut off. When he returned from the *Iron Duke* his tail was not cut off. He was not punished, but care was taken by two Chinamen not to let him jump overboard again. He was allowed on deck as usual in the day, but one Chinaman was constantly watching him. The English Minister's interpreter did not go below nor did the Minister question the passengers; the Minister spoke English. The interpreter looked round and asked if the passengers had enough to eat. They said yes, also said there were no prisoners on board. Did not prevent the Minister putting any questions. Did not tell the interpreter that the men were not to answer certain questions unless pressed; 7 men died between here and China. Do not know what was the matter with them, three or four died of disease and the rest jumped overboard. This was out at sea. They did so as they liked it. The men who died had not been beaten.

To Mr. Dickens:—No one else came off on board in a man-of-war's boat but the English Minister; did not believe it was the Minister at the time. The Minister put three or four questions through the interpreter, who answered him; but the interpreter did not question the Chinamen. Did not refuse the Minister permission to question the Chinamen until he had been below. Did not prevent him putting questions through the interpreter. The Minister tried to question the man who swam to the *Iron Duke* but I prevented him.

The Captain gave Mr. Bevill-leave to go round the ship. He was not in a man-of-war's boat. Did not say he was a Minister or even a Consul.

To the Court:—The man who jumped overboard was a passenger. Prevented him speaking to the Minister as he did not like him to tell what occurred on board without the permission of the Captain.

Mr. Dickens objected to the interpreting as being in many cases simply ridiculous.

Mr. Davidson suggested that the answer be written down in Spanish by witness. This was done and it was "That without the permission of the Captain he

[illegible] especially [illegible] permission of the Captain." Persons came on board from [illegible] three or four times.

Mr. Dickens, to the Court. Mr. Watson asserts in his communication to the foreign Department that he menaced this officer, that he would obtain leave from the Japanese authorities unless he was allowed to go below, as there was at first much disinclination on his part to let him do so.

Examination continued to Mr. Dickens. The British Minister showed no authority to come on board and ask questions.

To Mr. Davidson. Did not like the Minister to speak to the passengers. Could give no reason for his objection. Had received orders from the Captain not to allow any one to question the passengers. This is the first time he had been on board a coolie ship—never was on a coolie ship before. Other ships carried cargo and passengers. It was not the rule of the ship then to prevent persons speaking to the passengers on board.

Chun Ping Him, a Chinese Doctor, cautioned: Come from Canton. The coolies on board would not complain to me about provisions. I am a doctor and have charge of the food. About 30 or 40 persons were sick during the whole of the voyage. There were about seven serious cases, seven died between Macao and here. Three jumped overboard, and four died, three at sea and one in port here. I do not know if the men had enough food or not. It was pretty good food. None of them ever complained of want of food to me. The coolies were many of them farmers and many from the interior. In China they would receive about $3 or $4 per month. Know two or three of the coolies. Think they would be better off in their villages than on board the ship as they would then be free and not confined. Have never been to Peru. Did not know the name of the man who jumped overboard and swam to the *Iron Duke*. I cured the most of the sick in about 10 days. The coolies were not in a good state at first and had been beaten. Had told the Captain they were not strong men. The Captain said they must be punished as they had tried to make a revolution. They were beaten very hard with rattans, and then with a bulls hide; did not see how they were treated; sometimes four or five came on deck in the day. Chinese head men watched at the hatches and the coolies had to ask leave to come on deck. I kept in my own room and do not know if they were miserable or not. A man if sick came to my room. When the passengers came on board in Macao, he did not examine them, nor did he afterwards. The seven men who died on the voyage died:—1 of dropsy, 1 of general swelling, 1 of rum, others of pestilence. The general sickness on the voyage was fever and ague. When the men were flogged they were tied up with ropes, and beaten with rattans. The men who were punished, were kept in irons till the ship came into harbour from five or six days after She left Macao. An unlawful weapon had been used to flog them with; but he told the Captain it was poisonous, and it was given up for a rattan. The coolies were not allowed to come up when the sun was hot. He had not recommended the captain not to. The men in irons put cloth on to prevent wounds from the irons. He never saw them forced or sent below. The locks of the irons were opened the day the ship arrived here. He did not think any cases of illness which he treated arose from ill-treatment on board ship. It was very hot below. The men in irons could walk with them. Their wrists were not tied. When he came ashore he went to the grogshop, he did not see the Chinese Guild.

To the Court:—When the three men jumped overboard on the voyage, they did so at different times. The first one jumped overboard when four or five days out. He did not know on what account. He never talked to the men unless they wanted doctoring. They never tried to save the first man who went over. There were always one ladder kept, by which to descend from the deck to the hold. It was in the bow. Did not know whether the captain knew of the men jumping overboard or not. The police on board the ship called out, and then he came on deck. The first went over about 8 a.m., another about 3 p.m. When the other went he did not remember. He did not see any attempt to save any one of them.

Mr. Dicken here stated that the Chinese doctor's statements were directly opposite to what he had told him in private.

R. G. Watson, cautioned, said: I am H. B. M.'s Chargé d'affaires in Japan. I am interested in the case of the *Maria Luz*. I have given Mr. Dickens no instructions in regard to that ship. On or about the 1st Aug., I proceeded on board the ship with a lieutenant of the *Iron Duke*. I requested permission to go down below, the mate refused permission, as the captain was not on board. I mentioned who I was, and said as I was interested in two coolies who had taken protection under the British flag, I should make application to the Japanese Government to give me authority to visit her. The mate then gave me permission, but would not allow the interpreter. I went down with Lieut. Dickens. The interpreter was distinctly refused permission to go down. We were only allowed to go on condition we left him on deck. We found many of the coolies debilitated, emaciated and suffering, and all ap-

...arently in a very melancholy and unhappy condition. I asked to see the man who had escaped to the *Iron Duke*. At first the mate gave instructions to his interpreter that he was to delay me and raise every obstacle in the way that he could, but said that if I insisted on seeing the man he was to be produced. He said this thinking probably that I did not know the language he spoke in. I did, and of course I insisted, and the man was brought up. He came tottering into the room, scarcely able to stand, and my interpreter said to me "they have cut off his queue." I said to my interpreter, "tell him to tell me what they have done since he left the *Iron Duke*."

The mate jumped violently at the man's collar and flung him violently out of the cabin. That brought the communication to an end, and I went over the side into the boat. The impression on my mind was he had a great deal to conceal and raised every obstacle he possibly could. I took measurements of the coolie space. There was 18 inches exactly for each person. I know that the coolie traffic is regarded with great horror in Europe and it was no later than last year when the English government made vigorous representation to the Portuguese and Peruvian governments on the subject. This was caused by the destruction of the *Don Juan* when 500 Macao coolies were left helpless to be burnt or smoked or drowned. When Lieut. Dickins went on board with me he had his uniform on, I don't know if he had his sword on. I went on board as a private person wishing to see the ship. I was dressed in plain clothes, but told him who I was. I cannot divest myself of my character as British representative. It was not a very hot day. I observed marks about the legs of the men and scrofulous marks. When the man who swam to the *Iron Duke* was brought, he was not there a minute. When he was thrust out of the room, he did not fall, he was caught by another man, who had supported him in. The berths were marked off and numbered. The majority of the men were in these berths. I do not know that 418 feet would give 21½ inches to each coolie. I measured them with a yard measure. At first I thought it was less than 18. I have no instructions from the Home Government to make representations to the Government of Japan relative to the coolie-trade. I do not know if there are laws in Japan against the coolie-trade, She has so recently come into the comity of nations, it is only now that precedents are being established. I am aware that the circumstances of the *P. A. Palmer* did *not* call for severe investigation. I don't think any one is justified in asking me what my instructions are. I am quite sure that I am acting in accordance with the policy of H. B. M. Government in pointing out to the Japanese Government the view my Government take of the coolie trade, which is a very strong one. I am aware that coolie emigration is carried on from English Colonies, but under different conditions, and the regulations are so modified, it has almost altogether ceased. I never urged the Japanese Government to detain the ship of a friendly power. I merely urged them to have an investigation into the circumstances connected with the two coolies who took refuge under the English flag. That is a quotation from my letter. "As I am informed that the *Maria Luz* is about to "leave this port, measures should, I think you will "consider be taken to detain her. Probably this may "best be effected by her papers being stopped, but "as it is possible every attempt may be made to "elude inquiry, steps might perhaps be taken to place "the ship under surveillance." I meant, to detain her after the enquiry had been gone into.

Re-examined: My impressions are that the coolie traffic at Hongkong stopped in consequence of the restrictions put upon it by the English Government.

Mr. Dickens here read one of the coolie contracts, which was put in with Dr. Newton's report on the Yoshiwarra Lock Hospital, a contract concerning one Hura, which the Kencho had declared enforcible, in favour of one O-Youé, the Chinese Passenger Act, and an extract from the China Overland Trade Report was read to show that a coolie contract agreed on by an international convention, was almost identical with the Portuguese contract.

Mr. Dickens then summed up his evidence.

Case adjourned till to-morrow.

In the Saibansho.

Before His Excellency Oye Tak. *Governor.*

Saturday, 21st September.

Herreiro *vs.* Chinese.—This was a suit to compel the fulfilment of contract by certain Chinese on board the *Maria Luz*.

Mr. Dickens appeared for plaintiff.

Mr. Davidson for defendants.

Witness Brown, recalled, stated: that he could not remember the day he took the men in irons out. It was not on arrival, but about ten days before arrival. The Chinese doctor's cabin was forward.

Captain Hereiro, recalled, said: the irons were struck off 10 days before arrival in port. I was present. I don't remember how much I paid for the little girls. I have the receipt. The numbers of the coolies who jumped over were No. 126 and were No. 215. It was 9 or 10 days before arrival here that the irons were struck off the men in confinement. The date of the revolt was the 8th

...of the arrival of the ship in Yokohama with the Japs. There was another logbook which showed all about the shooting and so forth.

Mr. Dickens: Why did not you shew me that book?

Mr. Hill said that the Court desired to see it.

Mr. Dickens said he did not propose to put it in evidence.

Mr. Davidson applied that the captain might be asked if he objected to produce it.

Mr. Dickens: He must object. I object for him.

Mr. Hill said the Government considered this was a very important case, and was desirous of examining the matter fully.

The Captain refused to produce the book.

The Court directed that he should produce it for their examination.

Mr. Dickens: It is in my possession, and I object to its being taken out of my possession.

Mr. Davidson: The Court has power to do it. So have I. I can move for all documents, log books and papers in your possession.

Mr. Dickens: I shall defend the motion. I refuse to put it in, unless it is taken by force, till I have read it. I have not yet read it, and I don't know whether there is anything private in it or not.

Mr. Davidson: You can't take your objection. In a civil court you know the plaintiff has only to move that all things in connection with the case shall be produced, and it will be granted. This is not a private book, it is a public logbook, and the entries in this very log book bear upon this very case. Every ship involved in any case of this kind is bound to produce its log book.

Mr. Dickens: I object to putting it in. If obliged to do so, I shall do it.

Mr. Davidson:—I never heard a logbook was a private communication before.

Mr. Dickens:—You hear it now. It's either between the captain and owners, or mere private memoranda.

Mr. Hill:—Please state shortly what the objection is to producing the book.

Mr. Dickens:—I have not read it and I can't advise him till I have read it.

Mr. Hill:—The Court says whether you have read it or not doesn't matter. It is the logbook of the ship, and must be produced.

Mr. Dickens:—Its either private memoranda as between the captain and passengers, or its nothing at all. There may be private matter in it.

Mr. Davidson:—It has something to do with the case; for it contains accounts of the men jumping overboard.

Mr. Dickens:—We'll have extracts made.

Mr. Davidson:—No, we'll have no extracts. I don't see the other side sufficiently.

The Governor said, if it was private matter he should not wish it put in, but if it was the history of the voyage of the ship, it should be produced.

Mr. Dickens: Even if it was that, it could only be produced at the instance of the proper authorities. It deals with the arrival of the ship in harbour, and the Japanese government have nothing to do with the voyage, or what happened in it.

Mr. Davidson: The question of cruelty has been raised and you have led evidence on the subject, which goes beyond the harbour. Any man who subjects himself to this jurisdiction is bound to it submit to its procedure.

Mr. Dickens: He doesn't submit himself. He is driven into it.

Mr. Hill: The Governor says in these cases all these books, writings, logs, and documents of any kind whatsoever are handed in for the inspection of the Court, as is customary at Japanese law.

Mr. Dickens: Ask him are there any log books kept on board Japanese ships?

The Goveror (through Mr. Hill): There are.

Mr. Dickens: I don't put it in (throwing the book on the table) There it is If the Court chooses to take it, they can do so I can't prevent them.

The Court engaged in consultation, when

Mr. Dickens observed: In order to put on end to this interruption to the case, I'll put it in.

F. P. Xavier, Chinese interpreter, recalled:—He never told the captain the men were too ill to be flogged. He never saw any ill after being flogged. He went round the decks every day. The ordinary wages of a Chinese coolie was 25 to 50 cents a month. When flogged the few lashes did not affect the men at all. He only counted three or four lashes. He was not present at the flogging.

Captain Herreiro re-examined:—He occasionally put men in irons for a few hours at a time. He was not perfectly sure, because he did not perfectly remember. He himself never flogged any men. He caused them to be flogged twice.

E. H. House, called for the defence, stated. I am a teacher in the Kaiseijo. I saw a report of the case on the 20th September, containing the evidence of Captain Hereiro. I observed statements made by him concerning what he had said in my presence. He said

he believed he would be obliged to kill some of the men in consequence of the action of the Japanese Government after he left Yokohama. He thought he would take all the men with him. He could not say whether it would have been six or seven or several. I was so surprised at that statement, I requested either Mr. Hill or Mr. Hiyashi should ask again. He repeated the same thing. He said it twice Mr. Hiyashi and Mr. Hill were there.

Cross-examined:—I went on board of my own accord. I proposed it myself. The captain spoke in English. I teach English. He speaks quite sufficiently well not to make a mistake about a matter like this. I cannot define if he spoke half as well as I can. I don't know anything about your capability. If you cannot understand him, I can. He spoke of that necessity as one of the usual events of his life. I don't propose to give my opinion on how many men he has killed before. From his statement I am of opinion it is one of the usual events of his life, and I am of opinion he would kill men, if he was obliged to. If I was obliged to kill a man under any circumstances.—I can't conceive of any circumstances which would oblige me to. The conversation was not on my part. It commenced with Mr. Hill. It seemed to me he was holding a Court of Enquiry then. I can't tell the first question he asked. He asked many. I can't tell you what the first was. They appeared to be for the purpose of discovering the condition of the men on board. It was a perfectly spontaneous remark on the captain's part, and not made in response to any question. I think it is possible that the captain might apprehend the action of the Kencho would stir up mutiny. I did not eat or drink anything on board. The captain offered it. I presume the others did so. You needn't say that Judge, jury and accused all hobnobbed together. No, that's an observation of your own.

Re-examined: I am under impression that this killing Chinese is an ordinary event in the life of such a man, and that he would not scruple to do it.

To the Governor: I went below in the hold. The men appeared to be in a very terrible condition. I could judge only by their manner and aspect of countenance. I had no doubt they were treated with great cruelty. I could not say as to the space. It struck me as being very small. The smell was such I did not desire to stay there long. The means of ventilation were obviously wrong. When we were on deck there was no entrance possible unless they allowed it. They had to put up a ladder for us to go down. It was brought from below.

Mr. Davidson, in reply said the *F. A. Palmer* case had been incorrectly stated by Mr. Dickens. The most violent cases of small-pox existed on board and she was put in quarantine. After a while a representative was made by Heard & Co. and the coolies were allowed to land, and the charterer of the vessel sent them on per steamer to California. In that case there was no jumping overboard or cruel treatment, starvation, beating, kidnapping, or putting in irons, and the matter was not thus brought before the Japanese Government. The English contracts provided for the coolies to be enabled to break their contract at the end of any year, for a shorter time, and for free communication with their friends in China, and there were not transferable.

The Court then adjourned.

In the Saibansho

Before His Excellency OYE TAK. *Governor.*

Monday, 23rd September.

HERREIRO *vs.* CHINESE.—This was a suit to compel the fulfilment of contract by certain Chinese on board the *Maria Luz.*

Mr. Dickens appeared for plaintiff.

Mr. Davidson for defendants.

Mr. Davidson wished to call attention to one or two points. He had shown that the case of the *F. A. Palmer* was wholly different to that of the *Maria Luz.* As to the law of Japan, he would mention that the Yezo emigrants were all willing to go, and no complaints had been made. As to the enforced labour, this municipal labour was for the public advantage, in the same way as there was compulsory military labour in France and Prussia. As to the Yoshiwarra contracts, he would quote from Dr. Newton's pamphlet, which stated that the consent of the woman to be a prostitute must always be obtained, except in the case of children, who are at the disposal of the parents. The State had nothing to do with these latter, the children being naturally supposed to be safe in their charge. If the parents did what was immoral it was hardly to be quoted against the Government. In fact the Yoshiwarra contracts could not be considered as having anything to do with the case in point. Mr. Davidson arguing on the question of the *lex loci contractis* maintained that the contracts should be according to the law of China since Macao, unlike Hongkong, had never been ceded away by the Chinese. Mr. Davidson then put in Chinese books said to be published by the Government and with their entire sanction against all emigration; the learned counsel then alluded to the opposition of all civilized countries to this coolie traffic, showing how anxious both the English and American nations were for the abolition of trade. Turning to the contracts with the adults he held that they were in their nature contracts of slavery; they were assignable and the men were bound to exactly what their masters desired and in fact were, to all intents and purposes, slaves; Mr. Dickins had said that Mr. Altas was a Peruvian Government official; but he submitted that there was no evidence of that, whilst here was evidence that Mr. Altas engaged the coolies as

[redacted] ; He also maintained that the coolie

[redacted] the contracts were proved to have been executed by the parties, and to be untainted by fraud, [redacted] or fear, so as to be binding upont he defendants; there is no law which requires the Court to decree specific performance, because courts of law do [redacted] such orders, either in cases of personal service, where the contracts are *contra bonos mores.*

3.—The decreeing of specific performance is always a matter of discretion (not of obligation) with the Court, and it will not decree it where it is not equitable to do so, or where there is fraud or fault on the part of the person claiming it, nor where it is impossible to carry out the judgment.

3.—That on the face of the pleading and the contracts, they are contracts partaking so largely of that species of personal service called slavery that no court could either acknowledge or sanction them by decreeing their enforcement.

4.—That in those analogous cases where extradition is demanded of criminals who have fled from the justice of their own country: and of political refuges when a Government demands the recal of its subjects for military service—in all these cases the persons so demanded are not given up by the natives in whose territory they are, unless there has been an express treaty between the two Governments binding each to do so. So also in cases of runaway slaves.

The learned Counsel then adduced a number of references from English and American authorities bearing upon the case, and concluded his comments upon the legal points of the case. As to the plaintiff he had to prove a variety of facts which he held had not been sufficiently shown—thus, thus, for instance, the agency, the signature of the parties, &c. The defendants alleged kidnapping, bad treatment, starvation, &c., and he held that the plaintiff had himself definitely proved it to the satisfaction of the Court. He had proved that the contract had been broken by the plaintiff and the Court could not enforce the contracts. In his evidence the Captain said, that all was comfortable there never was any discontent till they reached Yokohama—yet directly afterwards it was admitted that three men jumped overboard in mid ocean. The learned Counsel then instanced a number of contradictions in evidence of the Captain and the rest of the ships company. The carpenter's evidence was too good and was not straw. As to the worth of the statement that there was enough tea for all he would contradict that by showing that the cook sold a tin of tea for $1; if there was enough tea why was it bought? Then Manuel, a sailor, said he heard all the question and answer between the Macao Officials and the coolies, yet he did not go round with them; but stayed on deck; then the Steward, he knew nothing; as to the interpreter his evidence was unsatisfactory; he said all the coolies were anxious to go to Peru, yet they were guarded to the ship; then as to his knowledge of South China, he at one time he said he knew all about South China, yet he never left Macao till he left on the Maria Luz; then the mate denied the captain's statement that the coolies could get on deck at night; then the Portuguese Minister; he went on board with the Portuguese Minister, was refused admission, but subsequently went on board the ship and went below, but he was not able to take his interpreter; he was not to hear the [redacted] case, everything must be kept quiet; the captain was not on board and the mate could not let the Minister see the coolies without his permission, yet subsequently some persons were allowed to come on board without the captain's permission; then the mate would not allow the interpreter to bring forward the man who swam to the *Iron Duke*; however, he was brought and the man could hardly stand; when Mr. Watson put some question, the man was flung out of the room; the mate's evidence was in fact useless; as to the doctor, he was cross-examined by his own counsel; the doctor contradicted all and gave some insight as to the state of the ship; in conclusion Mr. Davidson maintained that the plaintiff had not made out his case. Indeed he held that the plaintiff had given such evidence as to warrant the court in giving judgment in the favour of the defendants at once and—asking that the court would consider the case, as to whether or not it should be stopped the plaintiff's case having broken down—Mr. Davidson concluded his address.

Mr. Davidson said with reference to the Power of Attorney, it had been signed since the raising of the actions, and therefore Captain Hereiro had no power to raise there. Its date was 9th September. He consigned there was sufficient before the Court now to enable it to base its judgment upon. He should therefore only call one further witness—the English Consul here. He also produced one of the contracts of the defendant stating that no signature or seal had been attached by the contractee (the defendant) whilst it did not bear the stamp of the Peruvian Consulate, and therefore was additionally invalid. The facts, elicited from the plaintiff, and witness conclusively proved that he was not entitled to have specific performance of contract for which he asked, nor could it possibly be decreed by Court, as it could not go beyond its own limits to enforce it, and the Extradition Law clearly went in his favour. Upon these grounds he asked for judgment in favour of the defendants or all points.

Russell Robertson, warned:—I am Consul of the Queen of England, in Kanagawa. I remember its *F. A. Palmer* coming into port in June, 1870. She arrived flying the flag of St. Salvador with

300 passengers on board. She put in [illegible] and flew the quarantine flag. [illegible] small [illegible] board. At the [illegible] sails a [illegible] of boats was placed round [illegible] several days and the men prevented landing. The [illegible] of the ship Mr. Fraser (for A. Heard & Co.) [illegible] that the Chinamen were in great want [illegible] on shore to complete convalescence. The [illegible] guaranteed the expenses and the whole 780 were [illegible]ded, and taken to Kanagawa and placed in barracks. They remained there so long that the shipper Lee Sing [illegible] up himself and found it his interest to send them P. M. S. S. Co. to San Francisco at $40 or $50 a head. There was no complaint whatever, and no question was made as to the delivery of the coolies. They were each provided with a passage ticket. There were no contracts at all. It was a speculation to undersell the P. M. S. S. Co.

Cross-examined: I do not think there was a treaty with China. There have always been special provisions with regard to Chinese based on a treaty for the settlement of a guild at Nagasaki.

Mr. Dickens asked whether the coolies were still under surveillance or not?

Mr. Hill said the coolies were being protected by the Government. When the last finding of the Court took place it was stated the coolies would be detained a few days, and this had been done.

Mr. Dickens in reviewing the case, said the actions had been brought, to put before the Kencho, the arguments under which it might be induced to reconsider its decision and give up the coolies—although he did not anticipate much success by an action before a Court which had actually already judged the question. But the trade was not condemned by either the public or private law of any country, except America. These contracts, if valid in their inception, had not since been voided by fraud or cruelty—although perhaps one or two might owing to the action of the Captain after he came to Yokohoma. But he did not ask for specific performance of them, but only such as the men themselves were now capable of. The action was not brought against the coolies as free persons, but to induce the Court to reconsider its action in the matter. He argued that the cases of the *F. A. Palmer* and *Maria Luz* were nearly identical, and the contracts entered into by the passengers of the *Maria Luz* only differed from the model contract in the services of the men being assignable by a private person in the one and only assignable by an official in the other. These men were being taken to Peru to labour on the railways there, as he was informed, and Serrano was one of the officials. If there was no special provision for sending letters or money home, there was nothing to prevent the coolies doing so, as they had all the privileges of Peruvian citizens. It was also argued that the model contract was redeemable. Let this be granted, but where was the coolie to get his money to effect the redemption provided for? He did not see how the end of the Yesso municipal forced labour justified the compulsory means used. After alluding to the enforcement of the Superintendence of prostitutes as being a very different thing to the enforcement of contracts made for prostitution. As whatever public necessity for the first, there could be none for the other. In reply to the statement, that Macao was politically as well as physically Chinese territory, he stated that it was a Portuguese Colony by cession and conquest and an abandonment of that place by the Chinese had been conceded in a treaty-draft drawn up by them, but not ratified by Portugal. The Chinese edicts were not against the coolie-trade or even slavery, but against kidnapping. If it were proved kidnapping were used in the *Maria Luz* he would throw up the case at once. Even if these contracts were tainted with slavery, Chinese laws would uphold them. How could the contracts be against *bonos mores?* Were they against those of Japan, which enforced prostitution—or against those of all the rest of the world which recognised the coolie trade with the exception of *America*. Extradition cases had nothing to do with the subject. With regard to an indemnity he would, if it were agreed to be given, leave its sum to the Board of Consuls. The captain, if guilty of cruelty on the high sea was only amenable to the Peruvian or Portuguese Government. In fact, the coolies were during the whole term of their servitude, under the special protection of the Portuguese Government, who had established Consuls through Peru. His concluding words would be few, for he would not attempt to gain his cause by calling witnesses liars or fools, or to indulge in long adjectives, tall expression or vituperative language—leaving them to those better able to use them than himself. The counsel for the defence simply summed up his defence "Oh! I'm perfectly content to rest my case on the statement of the plaintiff; he is such a liar and his witnesses are such liars." But he imagined the force of such a trick as this would be entirely lost on this Court whatever it might be with a jury. After stating that Mr. Davidson had asserted the mate had given conflicting evidence with the captain, he went on to assert that the evidence was altogether in his favour, and had been distortedly quoted by the defence.

Mr. Davidson: That's not true.

Mr. Dickens:—That what I assert.

Mr. Davidson: I say it's not true, and it is a very violent observation which ought not to have been made.

Mr. Dickens proceeded to maintain the veracity of the witnesses for the plaintiff with the exception of the Chinese doctor, whose statement he argued should be struck out, since he had been refused an advance of wages on that very day, and [illegible]ed altogether. In conclusion, he [illegible]ich he stated the men had being [illegible] whether the degree of cruelty of [illegible] was not less than that with the cat-[illegible], and whether any punishment with it [illegible] commensurate with the offence. He wound up with the assertion that he had proved all the points of his petition, and by praying for a judgment in favour of his client.

Mr. Hill asked what Mr. Dicken's explanation was [illegible] contract held by the coolie not having the Peruvian Consulate seal.

The Captain said that one was the official document, the other simply a copy.

The Court then rose.

In the Kanagawa Kencho.

Before H. E. Ohye Tak, Gon no Kami.

Between Senor Armero, of Macao, China, a Spanish subject by his Agent Don Ricardo Hereiro, Master barq. *Maria Luz*, a Peruvian citizen, *Plaintiff*.

And Li Chong, a Chinaman, passenger by the said barque, *Defendant*.

And between Don Ricardo Hereiro, Master of the Peruvian barque *Maria Luz*, and a Peruvian citizen, *Plaintiff*.

And Lai Taim, a Chinaman, a passenger by the said barque, *Defendant*.

Finding and Judgment.

In the consideration of these actions I have been very much assisted by the books and authorities produced by the Counsel both for plaintiff and defendant: for it has been my desire to be guided by the generally approved maxims of international law and the practice of Courts of other States, whenever such maxims and practice have been found to apply; as well as by the somewhat broader principles of natural justice and equity which are of universal application.

Japan by her treaties with other States has entered the comity of nations and has thus accepted the system of international law, as it is found to be practiced by independent and Sovereign states. On all powers by whom that system is recognised and accepted, it imposes obligations and confess benefits; and Japan, while she will endeavour to meet the obligations, which thus rest upon her in good faith, as she is able to learn and understand them, desires and expects also, to avail herself of the rights and privileges which are at the same time conferred.

The actions above entitled involve questions somewhat diverse and will be more conveniently considered separately.

In the first action, named above—It appears on the face of the alleged contract, that one —— Althaus is the principal on the one part and the Chinaman Le Chong on the other part. Senor Armero purports to act as the agent of Althaus in Macao, and has signed the instrument as such agent. But that an agent cannot—without special power given him so to do—delegate his authority, is a maxim of every known law; and as neither Senor Armero or his so-called agent, Hereiro, or his Counsel, have in any way shown that he has that special power—or even the *fact of his* agency—he cannot therefore delegate any authority to Captain Hereiro. The latter has consequently no right to ask for the enforcement of the alleged contract or to take any action under or in respect of it in any manner whatever. There are, however, other questions raised by the pleadings which seem deserving of consideration on their merits.

1st.—Was the alleged contract duly executed, and is it valid and enforcible where made?

2nd.—It is one which is *contra bonos mores?*

3rd.—Is it void by reason of fraud, or has it been first broken by the plaintiffs by ill treatment?

4th.—Should it be enforced by this Court in the manner and to the extent prayed for?

As to the 1st question, it would seem that the allegation of due and proper execution, and that it is a contract valid and enforcible where made must clearly and affirmatively appear; for that such a contract even without objectionable feature of being assignable if made in this empire is not valid and enforcible is certain. It would be wholly and completely void as opposed to the interests and [illegible]

policy of the empire. That undeviating rule has always guided the present Imperial Government and in many instances when parents or guardians have entered into such contracts and children have under them been taken from their houses to be clandestinely conveyed from Japan to serve for a term of years this Government has adjudged such contracts null and void and has compelled the parties concerned to return the child to its home. Some 20 children have at different times been so recovered (vide Records of Kanagawa Kencho.)

No such instance coming to the notice of the Authorities has been passed without such action and the exercise of all possible means to procure the return of the person so conveyed away. Such a case occurred a few weeks since. The Japanese Consul at Shanghai after great exertions recovered the child and took charge of her to be sent to her parents in Japan (See Record of Foreign Office). The particulars of this case were given in the *Japan Gazette* of 20 September, 1872.

On a still more extended scale were conducted the negociations in respect of the persons taken to Hawaii, many of whom were subsequently returned to Japan (vide Records in Foreign Office). In that case the persons were of full age and no imputation or fraud was made.

The class of contracts which were referred to by Plaintiffs counsel as existing in Japan, and which were adduced in support of this action do not appear to the Court to bear the analogy to those we are considering that was claimed for them. The important incident that the party shall go to a foreign country and thus lose the protection and care of his own is wholly wanting in those adduced. Such an incident is utterly repugnant to the fixed and unvarying policy of this government and would be held to make completely void any contract executed here. A peculiar domestic institution may exist in a state and to an extent receive its countenance without any intention of encouraging its establishment abroad or forcing it upon the attention of the world. Even when domestic slavery exists the import and export of slaves is often strictly prohibited. Such was the case in the United States for a period of above 50 years. The contracts referred to by the Counsel are a peculiar feature of a strictly domestic institution and it is not supposed that even were it possible they could in any manner come before a foreign tribunal that they would be regarded as having any force.

It may therefore be broadly stated to be the well considered and settled policy of this empire *that no labourers or other persons subject to this Government or enjoying its protection shall be taken beyond its jurisdiction against their free and voluntary consent nor then without the express consent of the Government;* and that a contract entered into for such a purpose will be held wholly and completely void. We have said therefore that the proposition that such a contract is enforcible when made should clearly appear.

The general rule as to foreign contracts is that the *Lex loci contractus* is to govern the construction and that they will usually be enforced according to that law. But we find it a principle of international law that when the "Lex loci" and the "Lex *fori*" conflict or come into collision the rule must yield as when it contravenes the public policy of a State and neither does it apply when the parties had at time of contracting in view the law of another state (Forryth's cases and opinions on Constitutional law 1869—page 240, 243 and 250; Kent Comment Leccture 39 page 462 and Stoy Confld. of Law Sec. 254, 327, 328 and Wheatons International Law Sec. 93.

2nd.—Is the contract one *contra bonos mores*. The Court has not been able to find in the Authorities produced an instance where a contract of like character has been adjudicated and is thus without a guide in arriving at an

fore be guided by general principles, and although it may not quite be said that the alleged contract is of a character which in contemplation of universal law renders it void *ab initio*, yet it is true that it does contain features which are not and cannot be reviewed with favour by nations other than those concerned and that the most stingent and binding laws and Regulations have been enacted by some of them in respect of the species of emigration of which it is an incident (Herein see Act of Congress of the U. S. and also resolution of same body and instruction from State Dept to Ministers and Consuls. Consular Regs. 3rd Ed. 1868 pages 85-86 and British Govt. Regs. and Instructions vide Evidence Mr. Watson.)

The alleged contract is not one of any ordinary character. Besides that it provides that the person bound shall proceed to a foreign country, it has the peculiar feature before referred to of being *assignable*, and seems to demand the most careful scrutiny. Under it the status of the person bound has most of the features of personal servitude with the exception that there is a limit time during which the instrument shall have effect. For the term of years stipulated the person bound is no longer a person but a chattel-subject to an instrument which may be assigned and transferred to A. B. or C. may descend to the heirs or be seized by the creditors of him who for the time being may be the custodian.

The law to which he is to be subjected is as yet a sealed book to him, for although it is referred to in the instrument itself, we learn from the evidence (see testimony of witness Xavier, interpreter), that it was neither read or explained to him at the time of the alleged execution. That law is indeed as yet unknown to this Court for neither party was able to produce it on the trial.

That the term of this service is limited does not change it essential character. It will not be said that those persons are any the less slaves who may be so held under a system of jurisprudence which while it recognizes and protects that relation provides also that all such persons on reaching a certain age—an age of 90 or 50 years—shall be absolutely free. Nor can it be said that the provision for the payment of nominal wages redeems the alleged contract from the character above assigned to it. Wherever the relation of master and slave exists and comes under judicial cognizance and review very similar obligations are recognized and enforced. Certain fixed and definite obligations have even been recognized as existing on the masters part none the less certain and binding because implied rather than expressed in writing. Such is the obligation and duty to furnish medical care and clothing—to allow hours, for recreation and to advance necessary monies for the comfort and necessities of the slave. Substantially then the practical Status whatever name may be given it, to which it is asked that the defendant be consigned is that of slavery, a state which is so repugnant to all sense of natural justice that it has ever been held that it can exist or be recognized *only* by force of express law, and which then is no obligation on the part of a sovereign state either in the law or comity of nations to in any manner assist or countenance.

3rd.—Is the alleged contract void by reason of misrepresentation, concealment or fraud at its making, or ill-treatment and oppression since?

The evidence as to the execution of the instrument is not certainly clear and decisive but the allegation of fraud does not seem to be made out, although no one who heard the evidence can doubt that misrepresentation and concealment were certainly employed to induce such consent as was given. The interpreter Xavier stated that the alleged contract was executed in DUPLICATE and that one copy was given to each party. Later the counsel's attention being called to the lack of a seal on that given to the passenger it was explained that this was not an original or a duplicate, but a copy. If so it seems strange that such

signature of other parties as are attached thereto should purport to be their real ones and not copies, and the question naturally occurs if the party bound be not himself possessed of a contract, how can he hereafter assert his rights thereunder or prove them in a court when it may become necessary? The copy in the defendants' possession is not only without the Consular seal, but neither is it countersigned by the Register J. Rodga Casta as is the original. It is alleged that the subject of the action has received abuse and ill-treatment to the extent of being a breach of the alleged contract, and a good deal of testimony was heard to this point. As to the condition of the passengers on the ship on her arrival here the statements of disinterested persons differred widely, some stating it to be wretched in the extreme and others finding it quite the reverse. This being so other circumstances are of importance in coming to a correct conclusion as to the treatment of the passengers and the fact that there were early and continued attempts to escape, that a rebellion was attempted for that purpose, that many of the passengers were severely punished in consequence, that three men deliberately jumped overboard on the voyage; in the case of two of them there being no attempt to rescue or save them, that while in this port a still larger number repeatedly endeavoured to escape and were brought back; that a very strenuous disinclination was shown to permitting a conference between Mr. Watson and the passengers—the mate and interpreter using deception to effect that purpose and that actual force was in at least one instance resorted to, to prevent it—must all be taken to have much weight in support of the defendants allegation of ill-treatment and oppression. The log-book also shows that during the voyage other men attempted to jump overboard but were prevented.

The space also allotted to each passenger seems much less than that provided for in the British Chinese Passenger Act, to which reference was made by Plaintiff's Counsel to wit. 12 superficial s 72 cubic feet of space per passenger. The measurement of the *Maria Luz*, as appears by her register or Flag License now in this Kencho is extreme lenght 109 feet, by bredth of beam 24½ feet. The height of the hold between decks was by Captain Purvis' estimated at 6½ feet.

Twelve superficial feet and 72 cubic feet to each of 250 passengers would require a superficial area between decks of nearly 3,000 feet a space certainly one half greater than that afforded by the *Maria Luz*.

4. Should the alleged contract be enforced in the manner and to the extent prayed for?

The instrument purports to be one for the performance of labor and personal services, an incident only of which is that the defendant will go to Peru for the purpose; and specific performance is sought of that particular act only. It must of coure be considered as a whole and construed in its entirely and with reference to all its parts and the remedy sought being an equitable one implies under a familiar maxim, an offer and willingness by the plaintiff to do equity. The Court finds from the authorities to which it has been referred and to which it had access as to the practice of Foreign Courts of Equity jurisdiction that among the essential requisite of a contract upon which a decree for specific performance will be made are "that the mutual performance must be practicable" and that "it must be necessary" that is that there be no adequate remedy in damages, and further that the Court must be able to secure performance to all parties before it will be decreed against our; and that when the principal agreement cannot be enforced the Court will not decree special performance of an accessory agreement (Story's Eq. Juri's: § 731 to 735—793-f. 778-b. 10 am. Ed. 1870 and Bourveir's Law Dicty., Vol. 2, P. 538-12 & Ed. in 1868.)

The Court further finds that using the exact words of the Authorities: "The plaintiff should come with perfect propriety of conduct," "clear from all circumstances of deceit," "that the agreement be certain fair and just, in all its parts," and that "when it would subject a person to great hardship" it will not be decreed. (See various cases and reports quoted in Tudor's Leading Cases in Equity, Vol. 2 [illegible] 1850) Pages 372-374.) And to decree specific performance is universally stated to be wholly discretionary with the Court.

The doctrines that enunciated and confirmed accord with the soundest principles of natural justice and are convincing to the judgment and discretion of this Court. The general rule also undoubtedly is (is subject in certain particular cases to qualification) that a contract for personal services cannot be specially enforced by either party. (See law of contracts by prof T. Parsons—5 edu., vol. 3, p. 357 and cases and Reports them cited and Story's Equity Jurisprudence Sec. 793 L. edu. 1870.)

These several rules are all under systems of domestic proceedure and when the parties litigant remain within the domestic jurisdiction *No instance has been found where a court has compelled an alien and stranger to go without its jurisdiction or has placed him beyond its protection, except in compliance with the terms as an express and specific treaty stipulation to that effect entered into with the alien's state.* This is true even in case of criminals and a *fortiori* it would apply when such a remedy is sought under contract.

Let us see then how the alleged contract answers the requirements thus seen to be necessary, for the principles above aduced seem to be applicable in this case.

To decree what is here prayed for would be not to secure the performance by all parties of their several obligations, but rather to assist the plaintiff to avoid his if he were so inclined. Beyond Yedo bay the ship and all passengers on board would be beyond the jurisdiction of this Court or the authority of this empire. Suppose the Court *should* make the decree sought and the ship should pass beyond its control what would prevent the Captain were he so inclined from taking these passengers to a place other than that stipulated—to any place be may see fit.

And could he but elude the notice and vigilance of other nations even from taking these men to a place where chattel slavery exist and there selling them into a condition of absolute bondage?

Nothing that this Court can now or could in such an event do would secure equity to those passengers. It would be powerless in the premises. Surely such consideration cannot be disregarded in influencing the conclusion of this Court, in a case like that under review.

We have already reviewed the circumstances attending the execution of the alleged contract, and the conduct of the parties since. From that review the Court cannot say that the plaintiff "comes with perfect propriety of conduct," "free from all circumstances of deceit" that "the contract is fair and just in allits parts" or that it would "not subject the defendant to great hardship."

From all the circumstances and facts thus reviewed and guided by the law thus adduced the curt cannot therefore make the decree sought.

The conditional portion of the plaintiffs proper commencing "unless the plaintiff is prepared to pay" suggests an absolute reversal of all known and ordinary methods of proceedure and could only be considered if at all in the sense of a demand for damages; and besides which he does not ask this Court to assess these alleged damages but prays that another court which has no existence in fact may be constituted for this purpose.

No damages have however been proved: no attempt was made by the plaintiff to prove such and none can be awarded.

The judgment of the court is for the defendant.

In the second action the same questions arise as in that we have considered, with the additional as to the wardship of the defendant.

The objectionable features of the assignability is, however, absent from this contract, and it is in express terms stated to be not transferable.

We have already seen that such a contract, if executed in Japan, would be invalid, and the like remarks as were offered as to treatment on the voyage apply to this case also.

This contract *per se* cannot be said to be *contra bonos mores.*

For the reasons more particularly given heretofore and in view of the same maxims of law this court cannot decree a specific performance or award damages.

Damages is the usual and appropriate remedy on contracts of this character but none were proved herein.

Although the wardship of defendant was alleged by plaintiff no evidence was adduced in proof and the defendant was sued in his own person. Why this course was chosen is not apparent to the Court but this action was considered deserving of an adjudication on its merits, and has been so considered and determined.

The judgment of the Court is for the defendant.

Kanagawa Kencho, 27th Sept., 1872.

(Copy)

Mr J. V Dickens begs to acknowledge the receipt of a communication from the Kuchio dated yesterday informing him that the passengers of the "Maria Luz" now under surveillance will be allowed to go at large unless the twenty dollars per diem demanded by a previous communication of the Kuchio to defray the expenses of such surveillance and paid up to yesterday continue to be paid. Mr Dickens has accordingly caused a second sum of one hundred dollars to be transmitted to the Kuchio a like amount having been previously transmitted in accordance with the Kuchios first communication on the subject.

Mr Dickens protests most respectfully against this daily payment of twenty

Dollars

dollars continuing to be enforced
The passengers an action wholly by the
Executive act of the Kuchs an Executive
act - punishable if at all only upon the
ground of the ~~inability~~ invalidity of the
Contracts Entered into by the passengers
The only question about to be determined in
the action brought by the Captain under the
permission given in the finding of the
Kuchs and in respect of which the
Continued payment of the above mentioned
daily tax is demanded
The Kuchs ought therefore to bear the
Expenses attending such surveillance
and have no just right to demand from
the plaintiff the cost of their Keep and
that of the officers in charge of them; the
Captain having always been willing to
keep them on board of his ship.

The

The first payment of one Hundred dollars was made under the impression that the cases would be heard within a few days The cases are of the greatest possible complicity and a perusal case essentially similar to the present necessarily withdrawn in consequence of the variable and inconsistent orders of the Kencho upon the form of the pleadings has been before the Kencho for a Considerable time

The order to pay the twenty dollars per day was an Executive not a judicial act

The order was peremptory the penalty for disobedience or neglect being the putting an end to the surveillance and so practically entirely destroying the remedy of the plaintiff a remedy which by the above mentioned finding he is admitted to be entitled to

The Counsel for the Defendants in the

Actions

actions never before the Kuchos never
demanded such a daily payment - and
is probably as much surprised as I was
at the Plaintiffs being called upon to feed
the defendants.
No opportunity was offered to us of showing
cause why it should not be demanded
By the admission of the Kuchos itself
its acts hitherto in relation to the "Maria
Luz" have been wholly Executive in their
nature.
The Captain then has the right to
protect against such acts when advisable
and he does so protect against them one
and all Every possible obstacle
has been thrown in his way by such
Executive acts to prevent him from
pressing a fair hearing of his case
and from sustaining and defending

the rights and interests confided to his
Care.

The proceedings against the Captain
wear the aspect of being merely undertaken
upon foregone Conclusions. - Of being a
mode of obtaining by indirect means having
a specious look of regular procedure
about them results the attainment of which
directly has not apparently been purposed
by the Authorities under whose directions
the proceedings in respect of the "Maria
Luz" were commenced and prosecuted

A copy of this communication will be
forwarded to each of the Foreign papers
for publication and to each of the Foreign
Ministers and Consuls.

I/c/d Jno V Dickens Consul for
Captain Hernon

Sept 14th 1872

Fort Jefferson Sept 27 1872

My Dear Sir

I feel that an apology is due you from me for sending a dispatch Thus Orderly envelopes but I have no envelopes large enough to hold a Letter of this Kind nor have I ever been furnished with any such although I respectfully requested for them while in Washington. I am also expecting out of all other Kind of envelopes except

Transmitting a printed address
to the State Department.

Sir, Copy/ Yesterday
& I was authorized on to
order and which I shall
make a request for have
never been received.

When at the State
Department Mr Bowne
informed me that it was
more convenient and
desirable for me to send
despatches attached to and
followed by the Enclosures

them to fold and endorse
each seperately. Hence I
have followed his advice
& abandoned any Journey
course. If there should be
any objection please
advise me.

With kind regards to
Mrs Lady. and yourself
I subscribe myself

Yours very Truly

E. Ed. De Long

Hon Hamilton Fish

Washington DC